



**CALL NO. 201**

**CONTRACT ID. 162270**

**FRANKLIN COUNTY**

**FED/STATE PROJECT NUMBER 037GR16P096-STP**

**DESCRIPTION VARIOUS ROUTES IN FRANKLIN COUNTY**

**WORK TYPE JPC PAVEMENT**

**PRIMARY COMPLETION DATE 8/31/2017**

**LETTING DATE: September 30,2016**

Sealed Bids will be received electronically through the Bid Express bidding service until 10:00 AM EASTERN DAYLIGHT TIME September 30,2016. Bids will be publicly announced at 10:00 AM EASTERN DAYLIGHT TIME.

**NO PLANS ASSOCIATED WITH THIS PROJECT.**

**DBE CERTIFICATION REQUIRED - 6%**

**REQUIRED BID PROPOSAL GUARANTY:** Not less than 5% of the total bid.

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**PART I**  
**SCOPE OF WORK**

ADMINISTRATIVE DISTRICT - 05

CONTRACT ID - 162270  
037GR16P096-STP  
COUNTY - FRANKLIN  
PCN - MP03701271601  
STP 1271 (119)

WEST FRANKFORT CONNECTOR (US 127) (MP 7.114) FROM NORTH END OF DEVILS HOLLOW ROAD BRIDGE  
EXTENDING NORTH TO SOUTH END OF KENTUCKY RIVER BRIDGE (MP 8.742), A DISTANCE OF 01.63  
MILES.JPC PAVEMENT REPAIRS SYP NO. 05-00208400.  
GEOGRAPHIC COORDINATES LATITUDE 38:12:19.00 LONGITUDE 84:53:38.00

PCN - MP03704201601  
STP 7337 (001)

MERO STREET-CLINTON STREET (KY 420) (MP 4.400) FROM 140 FEET SOUTH OF ELK ALLEY EXTENDING  
NORTH TO 170 FEET SOUTH OF WILKINSON BOULEVARD-US 127 (MP 4.700), A DISTANCE OF 0.30 MILES.JPC  
PAVEMENT REPAIRS - DIAMOND GRINDING SYP NO. 05-2083.  
GEOGRAPHIC COORDINATES LATITUDE 38:12:06.00 LONGITUDE 84:52:31.00

PCN - MP03704211601  
STP 4201 (084)

BALD KNOB ROAD (US 421) (MP 4.523) FROM US 127 EXTENDING NORTH TO 700 FEET NORTH OF BENSON  
AVENUE CONNECTOR (MP 4.693), A DISTANCE OF 0.17 MILES.JPC PAVEMENT REPAIRS - DIAMOND GRINDING  
SYP NO. 05-00208200.  
GEOGRAPHIC COORDINATES LATITUDE 38:12:24.00 LONGITUDE 84:53:03.00

PCN - MP03712111601  
STP 7331 (002)

TAYLOR AVENUE (KY 1211) (MP 0.729) FROM 400 FEET NORTH OF BENSON CREEK BRIDGE EXTENDING  
NORTH TO US 127 (MP 0.889), A DISTANCE OF 0.16 MILES.JPC PAVEMENT REPAIRS - DIAMOND GRINDING SYP  
NO. 05-00208100.  
GEOGRAPHIC COORDINATES LATITUDE 38:12:18.00 LONGITUDE 84:53:02.00

COMPLETION DATE(S):  
COMPLETED BY 08/31/2017                      APPLIES TO ENTIRE CONTRACT

## **CONTRACT NOTES**

### **PROPOSAL ADDENDA**

All addenda to this proposal must be applied when calculating bid and certified in the bid packet submitted to the Kentucky Department of Highways. Failure to use the correct and most recent addenda may result in the bid being rejected.

### **BID SUBMITTAL**

Bidder must use the Department's Expedite Bidding Program available on the Internet web site of the Department of Highways, Division of Construction Procurement. ([www.transportation.ky.gov/construction-procurement](http://www.transportation.ky.gov/construction-procurement))

The Bidder must download the bid file located on the Bid Express website ([www.bidx.com](http://www.bidx.com)) to prepare a bid packet for submission to the Department. The bidder must submit electronically using Bid Express.

### **JOINT VENTURE BIDDING**

Joint venture bidding is permissible. All companies in the joint venture must be prequalified in one of the work types in the Qualifications for Bidders for the project. The bidders must get a vendor ID for the joint venture from the Division of Construction Procurement and register the joint venture as a bidder on the project. Also, the joint venture must obtain a digital ID from Bid Express to submit a bid. A joint bid bond of 5% may be submitted for both companies or each company may submit a separate bond of 5%.

### **UNDERGROUND FACILITY DAMAGE PROTECTION**

The contractor shall make every effort to protect underground facilities from damage as prescribed in the Underground Facility Damage Protection Act of 1994, Kentucky Revised Statute KRS 367.4901 to 367.4917. It is the contractor's responsibility to determine and take steps necessary to be in compliance with federal and state damage prevention directives. When prescribed in said directives, the contractor shall submit Excavation Locate Requests to the Kentucky Contact Center (KY811) via web ticket entry. The submission of this request does not relieve the contractor from the responsibility of contacting non-member facility owners, whom shall be contacted through their individual Protection Notification Center. Non-compliance with these directives can result in the enforcement of penalties.

### **SPECIAL NOTE FOR COMPOSITE OFFSET BLOCKS**

Contrary to the Standard Drawings (2016 edition) the Cabinet will allow 6" composite offset blocks in lieu of wooden offset blocks, except as specified on proprietary end treatments and crash cushions. The composite blocks shall be selected from the Cabinet's List of Approved Materials.

### **REGISTRATION WITH THE SECRETARY OF STATE BY A FOREIGN ENTITY**

Pursuant to KRS 176.085(1)(b), an agency, department, office, or political subdivision of the Commonwealth of Kentucky shall not award a state contract to a person that is a foreign entity required by [KRS 14A.9-010](#) to obtain a certificate of authority to transact business in the Commonwealth (“certificate”) from the Secretary of State under [KRS 14A.9-030](#) unless the person produces the certificate within fourteen (14) days of the bid or proposal opening. If the foreign entity is not required to obtain a certificate as provided in [KRS 14A.9-010](#), the foreign entity should identify the applicable exception. Foreign entity is defined within [KRS 14A.1-070](#).

**For all foreign entities required to obtain a certificate of authority to transact business in the Commonwealth, if a copy of the certificate is not received by the contracting agency within the time frame identified above, the foreign entity’s solicitation response shall be deemed non-responsive or the awarded contract shall be cancelled.**

Businesses can register with the Secretary of State at <https://secure.kentucky.gov/sos/ftbr/welcome.aspx>.

### **SPECIAL NOTE FOR PROJECT QUESTIONS DURING ADVERTISEMENT**

Questions about projects during the advertisement should be submitted in writing to the Division of Construction Procurement. This may be done by fax (502) 564-7299 or email to [kytc.projectquestions@ky.gov](mailto:kytc.projectquestions@ky.gov). The Department will attempt to answer all submitted questions. The Department reserves the right not to answer if the question is not pertinent or does not aid in clarifying the project intent.

The deadline for posting answers will be 3:00 pm Eastern Daylight Time, the day preceding the Letting. Questions may be submitted until this deadline with the understanding that the later a question is submitted, the less likely an answer will be able to be provided.

The questions and answers will be posted for each Letting under the heading “Questions & Answers” on the Construction Procurement website ([www.transportation.ky.gov/contract](http://www.transportation.ky.gov/contract)). The answers provided shall be considered part of this Special Note and, in case of a discrepancy, will govern over all other bidding documents.

### **HARDWOOD REMOVAL RESTRICTIONS**

The US Department of Agriculture has imposed a quarantine in Kentucky and several surrounding states, to prevent the spread of an invasive insect, the emerald ash borer. Hardwood cut in conjunction with the project may not be removed from the state. Chipping or burning on site is the preferred method of disposal.

### **INSTRUCTIONS FOR EXCESS MATERIAL SITES AND BORROW SITES**

Identification of excess material sites and borrow sites shall be the responsibility of the Contractor. The Contractor shall be responsible for compliance with all applicable state and federal laws and may wish to consult with the US Fish and Wildlife Service to seek protection under Section 10 of the Endangered Species Act for these activities.

### **ACCESS TO RECORDS**

The contractor, as defined in KRS 45A.030 (9) agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the contract and shall be exempt from disclosure as provided in KRS 61.878(1)(c). The contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884.

In the event of a dispute between the contractor and the contracting agency, Attorney General, or the Auditor of Public Accounts over documents that are eligible for production and review, the Finance and Administration Cabinet shall review the dispute and issue a determination, in accordance with Secretary's Order 11-004.

06/01/16

### **FEDERAL CONTRACT NOTES**

The Kentucky Department of Highways, in accordance with the Regulations of the United States Department of Transportation 23 CFR 635.112 (h), hereby notifies all bidders that failure by a bidder to comply with all applicable sections of the current Kentucky Standard Specifications, including, but not limited to the following, may result in a bid not being considered responsive and thus not eligible to be considered for award:

102.02 Current Capacity Rating 102.10 Delivery of Proposals  
102.8 Irregular Proposals 102.14 Disqualification of Bidders  
102.9 Proposal Guaranty

### **CIVIL RIGHTS ACT OF 1964**

The Kentucky Department of Highways, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Federal Department of Transportation (49 C.F.R., Part 21), issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that the contract entered into pursuant to this advertisement will be awarded to the lowest responsible bidder without discrimination on the ground of race, color, or national origin.

### **NOTICE TO ALL BIDDERS**

To report bid rigging activities call: 1-800-424-9071.

The U.S. Department of Transportation (DOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m. eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

### **SECOND TIER SUBCONTRACTS**

Second Tier subcontracts on federally assisted projects shall be permitted. However, in the case of DBE's, second tier subcontracts will only be permitted where the other subcontractor is also a DBE. All second tier subcontracts shall have the consent of both the Contractor and the Engineer.



### **DISADVANTAGED BUSINESS ENTERPRISE PROGRAM**

It is the policy of the Kentucky Transportation Cabinet (“the Cabinet”) that Disadvantaged Business Enterprises (“DBE”) shall have the opportunity to participate in the performance of highway construction projects financed in whole or in part by Federal Funds in order to create a level playing field for all businesses who wish to contract with the Cabinet. To that end, the Cabinet will comply with the regulations found in 49 CFR Part 26, and the definitions and requirements contained therein shall be adopted as if set out verbatim herein.

The Cabinet, contractors, subcontractors, and sub-recipients shall not discriminate on the basis of race, color, national origin, or sex in the performance of work performed pursuant to Cabinet contracts. The contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of federally assisted highway construction projects. The contractor will include this provision in all its subcontracts and supply agreements pertaining to contracts with the Cabinet.

Failure by the contractor to carry out these requirements is a material breach of its contract with the Cabinet, which may result in the termination of the contract or such other remedy as the Cabinet deems necessary.

### **DBE GOAL**

The Disadvantaged Business Enterprise (DBE) goal established for this contract, as listed on the front page of the proposal, is the percentage of the total value of the contract.

The contractor shall exercise all necessary and reasonable steps to ensure that Disadvantaged Business Enterprises participate in a least the percent of the contract as set forth above as goals for this contract.

### **OBLIGATION OF CONTRACTORS**

Each contractor prequalified to perform work on Cabinet projects shall designate and make known to the Cabinet a liaison officer who is assigned the responsibility of effectively administering and promoting an active program for utilization of DBEs.

If a formal goal has not been designated for the contract, all contractors are encouraged to consider DBEs for subcontract work as well as for the supply of material and services needed to perform this work.

Contractors are encouraged to use the services of banks owned and controlled by minorities and women.

### **CERTIFICATION OF CONTRACT GOAL**

Contractors shall include the following certification in bids for projects for which a DBE goal has been established. BIDS SUBMITTED WHICH DO NOT INCLUDE CERTIFICATION OF DBE PARTICIPATION WILL NOT BE ACCEPTED. These bids will not be considered for award by the Cabinet and they will be returned to the bidder.

“The bidder certifies that it has secured participation by Disadvantaged Business Enterprises (“DBE”) in the amount of \_\_\_\_\_ percent of the total value of this contract and that the DBE participation is in compliance with the requirements of 49 CFR 26 and the policies of the Kentucky Transportation Cabinet pertaining to the DBE Program.”

**The certification statement is located in the electronic bid file. All contractors must certify their DBE participation on that page. DBEs utilized in achieving the DBE goal must be certified and prequalified for the work items at the time the bid is submitted.**

### **DBE PARTICIPATION PLAN**

Lowest responsive bidders must submit the *DBE Plan/ Subcontractor Request*, form TC 14-35 DBE, within **7** days of the letting. This is necessary before the Awards Committee will review and make a recommendation. **The project will not be considered for award prior to submission and approval of the apparent low bidder’s DBE Plan/Subcontractor Request.**

The DBE Participation Plan shall include the following:

- 1 Name and address of DBE Subcontractor(s) and/or supplier(s) intended to be used in the proposed project;
- 2 Description of the work each is to perform including the work item , unit, quantity, unit price and total amount of the work to be performed by the individual DBE. The Project Code Number (PCN), Category Number, and the Project Line Number can be found in the “material listing” on the Construction Procurement website under the specific letting;
- 3 The dollar value of each proposed DBE subcontract and the percentage of total project contract value this represents. DBE participation may be counted as follows; a) If DBE suppliers and manufactures assume actual and contractual responsibility, the dollar value of materials to be furnished will be counted toward the goal as follows:
  - The entire expenditure paid to a DBE manufacturer;
  - 60 percent of expenditures to DBE suppliers that are not manufacturers provided the supplier is a regular dealer in the product involved. A regular dealer must be engaged in, as its principal business and in its own name, the sale of products to the public, maintain an inventory and own and operate distribution equipment; and
  - The amount of fees or commissions charged by the DBE firms for a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials, supplies, delivery of materials and supplies or for furnishing bonds, or insurance, providing such fees or commissions are determined to be reasonable and customary.

- b) The dollar value of services provided by DBEs such as quality control testing, equipment repair and maintenance, engineering, staking, etc.;
  - c) The dollar value of joint ventures. DBE credit for joint ventures will be limited to the dollar amount of the work actually performed by the DBE in the joint venture;
- 4 Written and signed documentation of the bidder's commitment to use a DBE contractor whose participation is being utilized to meet the DBE goal; and
- 5 Written and signed confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment.

#### **UPON AWARD AND BEFORE A WORK ORDER WILL BE ISSUED**

Contractors must submit the signed subcontract between the contractor and the DBE contractor, the DBE's certificate of insurance, and an affidavit for bidders, offerors, and contractors from the DBE to the Division of Construction Procurement. The affidavit can be found on the Construction Procurement website. If the DBE is a supplier of materials for the project, a signed purchase order and an affidavit for bidders, offerors, and contractors must be submitted to the Division of Construction Procurement.

Changes to DBE Participation Plans must be approved by the Cabinet. The Cabinet may consider extenuating circumstances including, but not limited to, changes in the nature or scope of the project, the inability or unwillingness of a DBE to perform the work in accordance with the bid, and/or other circumstances beyond the control of the prime contractor.

#### **CONSIDERATION OF GOOD FAITH EFFORTS REQUESTS**

If the DBE participation submitted in the bid by the apparent lowest responsive bidder does not meet or exceed the DBE contract goal, the apparent lowest responsive bidder must submit a Good Faith Effort Package to satisfy the Cabinet that sufficient good faith efforts were made to meet the contract goals prior to submission of the bid. Efforts to increase the goal after bid submission will not be considered in justifying the good faith effort, unless the contractor can show that the proposed DBE was solicited prior to the letting date. DBEs utilized in achieving the DBE goal must be certified and prequalified for the work items at the time the bid is submitted. One complete set and nine (9) copies of this information must be received in the

office of the Division of Contract Procurement no later than 12:00 noon of the tenth calendar day after receipt of notification that they are the apparent low bidder.

Where the information submitted includes repetitious solicitation letters it will be acceptable to submit a sample representative letter along with a distribution list of the firms solicited. Documentation of DBE quotations shall be a part of the good faith effort submittal as necessary to demonstrate compliance with the factors listed below which the Cabinet considers in judging good faith efforts. This documentation may include written subcontractors' quotations, telephone log notations of verbal quotations, or other types of quotation documentation.

The Good Faith Effort Package shall include, but may not be limited to information showing evidence of the following:

- 1 Whether the bidder attended any pre-bid meetings that were scheduled by the Cabinet to inform DBEs of subcontracting opportunities;
- 2 Whether the bidder provided solicitations through all reasonable and available means;
- 3 Whether the bidder provided written notice to all DBEs listed in the DBE directory at the time of the letting who are prequalified in the areas of work that the bidder will be subcontracting;
- 4 Whether the bidder followed up initial solicitations of interest by contacting DBEs to determine with certainty whether they were interested. If a reasonable amount of DBEs within the targeted districts do not provide an intent to quote or no DBEs are prequalified in the subcontracted areas, the bidder must notify the DBE Liaison in the Office of Minority Affairs to give notification of the bidder's inability to get DBE quotes;
- 5 Whether the bidder selected portions of the work to be performed by DBEs in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise perform these work items with its own forces;
- 6 Whether the bidder provided interested DBEs with adequate and timely information about the plans, specifications, and requirements of the contract;
- 7 Whether the bidder negotiated in good faith with interested DBEs not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached;
- 8 Whether quotations were received from interested DBE firms but were rejected as unacceptable without sound reasons why the quotations were considered unacceptable. The fact that the DBE firm's quotation for the work is not the lowest quotation received will not in itself be considered as a sound reason for rejecting the quotation as unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a DBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy DBE goals;
- 9 Whether the bidder specifically negotiated with subcontractors to assume part of the responsibility to meet the contract DBE goal when the work to be subcontracted includes potential DBE participation;
- 10 Whether the bidder made any efforts and/or offered assistance to interested DBEs in obtaining the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal; and
- 11 Any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include DBE participation.

### **FAILURE TO MEET GOOD FAITH REQUIREMENT**

Where the apparent lowest responsive bidder fails to submit sufficient participation by DBE firms to meet the contract goal and upon a determination by the Good Faith Committee based upon the information submitted that the apparent lowest responsive bidder failed to make sufficient reasonable efforts to meet the contract goal, the bidder will be offered the opportunity to meet in person for administrative reconsideration. The bidder will be notified of the Committee's decision within 24 hours of its decision. The bidder will have 24 hours to request reconsideration of the Committee's decision. The reconsideration meeting will be held within two days of the receipt of a request by the bidder for reconsideration.

The request for reconsideration will be heard by the Office of the Secretary. The bidder will have the opportunity to present written documentation or argument concerning the issue of whether it met the goal or made an adequate good faith effort. The bidder will receive a written decision on the reconsideration explaining the basis for the finding that the bidder did or did not meet the goal or made adequate Good Faith efforts to do so.

The result of the reconsideration process is not administratively appealable to the Cabinet or to the United States Department of Transportation.

The Cabinet reserves the right to award the contract to the next lowest responsive bidder or to rebid the contract in the event that the contract is not awarded to the low bidder as the result of a failure to meet the good faith requirement.

### **SANCTIONS FOR FAILURE TO MEET DBE REQUIREMENTS OF THE PROJECT**

Failure by the prime contractor to fulfill the DBE requirements of a project under contract or to demonstrate good faith efforts to meet the goal constitutes a breach of contract. When this occurs, the Cabinet will hold the prime contractor accountable, as would be the case with all other contract provisions. Therefore, the contractor's failure to carry out the DBE contract requirements shall constitute a breach of contract and as such the Cabinet reserves the right to exercise all administrative remedies at its disposal including, but not limited to the following:

- Disallow credit toward the DBE goal;
- Withholding progress payments;
- Withholding payment to the prime in an amount equal to the unmet portion of the contract goal; and/or
- Termination of the contract.

### **PROMPT PAYMENT**

The prime contractor will be required to pay the DBE within seven (7) working days after he or she has received payment from the Kentucky Transportation Cabinet for work performed or materials furnished.

### **CONTRACTOR REPORTING**

All contractors must keep detailed records and provide reports to the Cabinet on their progress in meeting the DBE requirement on any highway contract. These records may include, but shall not be limited to payroll, lease agreements, cancelled payroll checks, executed subcontracting agreements, etc. Prime contractors will be required to complete and submit a signed and notarized affidavit (TC 18-7) and copies of checks for any monies paid to each DBE subcontractor or supplier utilized to meet a DBE goal. **These documents must be submitted within 10 days of being paid by the Cabinet.**

Payment information that needs to be reported includes date the payment is sent to the DBE, check number, Contract ID, amount of payment and the check date. Before Final Payment is made on this contract, the Prime Contractor will certify that all payments were made to the DBE subcontractor and/or DBE suppliers.

The Prime Contractor should supply the payment information at the time the DBE is compensated for their work. Form to use is located at:

<http://transportation.ky.gov/Construction/Pages/Subcontracts.aspx>

**The prime contractor should notify the KYTC Office of Civil Rights and Small Business Development seven (7) days prior to DBE contractors commencing work on the project. The contact is Melvin Byne and the telephone number is (502) 564-3601.**

Photocopied payments and completed, signed and notarized affidavit must be submitted by the Prime Contractor to: Office of Civil Rights and Small Business Development  
6<sup>th</sup> Floor West 200 Mero Street  
Frankfort, KY 40622

### **DEFAULT OR DECERTIFICATION OF THE DBE**

If the DBE subcontractor or supplier is decertified or defaults in the performance of its work, and the overall goal cannot be credited for the uncompleted work, the prime contractor may utilize a substitute DBE or elect to fulfill the DBE goal with another DBE on a different work item. If after exerting good faith effort in accordance with the Cabinet's Good Faith Effort policies and procedures, the prime contractor is unable to replace the DBE, then the unmet portion of the goal may be waived at the discretion of the Cabinet.

3/24/2016

**LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – CARGO  
PREFERENCE ACT (CPA).**

**(REV 12-17-15) (1-16)**

SECTION 7 is expanded by the following new Article:

102.10 **Cargo Preference Act – Use of United States-flag vessels.**

Pursuant to Title 46CFR Part 381, the Contractor agrees

- To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

- To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph 1 of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

- To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

**NATIONAL HIGHWAY**

US 421

Be advised this project is on the NATIONAL HIGHWAY SYSTEM.

**PROJECT TRAFFIC COORDINATOR (PTC)**

Be advised this project is a significant project pursuant to section 112.03.12.

**JPC RIDE QUALITY**

US 127

JPC Pavement Smoothness requirements shall apply on this project in accordance with Section 501 of the current Standard Specifications.



## SPECIAL NOTES FOR PCC PATCHING & DIAMOND GRINDING

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### I. DESCRIPTION

Except as specified herein, perform all work in accordance with the Department's Standard Specifications, and applicable interim Supplemental Specifications, Special Provisions and Special Notes, and Standard and Sepia Drawings, current editions. Take note that Special Provision 76 is not applicable to this project. Furnish all materials, labor, equipment, and incidentals for the following work:

(1) Maintain and Control Traffic; (2) Diamond Grinding and (3) All other work specified as part of this contract.

### II. MATERIALS

The Department will sample and test all materials according to Department's Sampling Manual. Make the materials available for sampling a sufficient time in advance of the use of the materials to allow for the necessary time for testing, unless otherwise specified in these notes.

**A. Maintain and Control Traffic.** See Traffic Control Plan.

**B. Pavement Markings.** See Traffic Control Plan.

**C. Joint and Crack Sealing.** See Special Note for JPC Intersection Pavement. Use hot poured elastic, no alternates.

### III. CONSTRUCTION METHODS

**A. Maintain and Control Traffic.** See Traffic Control Plan.

**B. Site Preparation.** Be responsible for all site preparation, including but not limited to, incidental excavation and backfilling; removal of all obstructions or any other items; disposal of waste materials, sweeping and removal of debris; temporary and permanent erosion and water pollution control; restoration; and any other incidentals. Perform all site preparation operations only as approved or directed by the Engineer.

**C. Concrete Pavement Removal and Replacement.** Except as specified in these notes, remove and replace full depth concrete pavement in accordance with Special Note for Full Depth Concrete Pavement Repair. Removal locations and dimensions listed in the summaries are approximate only; the Engineer will determine actual locations and dimensions at the time of construction. The Engineer may add additional locations within the project limits at any time prior to completion. Contrary to the Special Note for Full Depth Concrete Pavement Repair, the Engineer may designate non-standard distances from the joint to be used. Remove pavement according to Special Note for Full Depth Concrete Pavement Repair by a saw cut and lift method without unnecessarily disturbing

the underlying base. Double sawing of large slab removal limits will be allowed to facilitate removal. Place PCC Pavement with nominal depth of 10 inches; however, transition the finished grade of the PCC Pavement to match the adjacent pavement that is to remain in place; therefore, the actual thickness of the pavement may be greater than existing in some areas. Install tie and dowel bars according to Special Note for Full Depth Concrete Pavement Repair using gang drills, capable of drilling a minimum of four holes at a time.

Perform concrete pavement removal and replacement in such a manner that removal and replacement are accomplished on the same day at each location. Once the removal of pavement has begun, work continuously until the new PCC Pavement is placed to eliminate the hole. The Engineer will allow hand finishing; however, perform initial strike-off with a rotary drum screed. Contrary to Section 501.03.13, do not texture by the formation of transverse grooves. All other applicable sections of Special Note for Full Depth Concrete Pavement Repair shall apply except as specified herein.

**D. PCC Pavement Diamond Grinding.** Diamond grind the entire length of the project both eastbound and westbound and at repair locations in the center turn lane or as directed by the Engineer. Begin Diamond Grinding within seven (7) calendar days after the placement of the last full depth patch. Grind the mainline lanes and the repair areas in the center turn lane. Complete diamond grinding according to Section 503 of the Standard Specifications. Ride quality will be according to Section 501 for Category B projects.

**E. Joint and Crack Sealing.** Seal joints in the new PCC pavement according to Special Note for Full Depth Concrete Pavement Repair. For other joints saw-cut, clean, and seal all transverse and longitudinal joints and the pavement shoulder joints according to Section 501.03.17.

**F. Disposal of Waste.** Dispose of all removed concrete, asphalt materials, debris, excess excavation, and other waste off the right-of-way at approved sites obtained by the Contractor at no additional cost to the Department. See Special Note for waste and Borrow.

**G. Final Dressing, Clean Up, and Seeding and Protection.** See Special Note for Erosion Control.

**H. Restoration.** Restore any roadway features or private property disturbed by the work or the Contractor's operations in like kind materials and design as directed by the Engineer at no additional cost to the Department or the owner.

**I. Pavement Striping and Pavement Markers.** See Traffic Control Plan.

**J. On-Site Inspection.** Make a thorough inspection of the site prior to submitting a bid and become thoroughly familiar with existing conditions so that the work can be expeditiously performed after a contract is awarded. The Department will consider submission of a bid as evidence of this inspection having been made. The Department will not consider any claims for money or grant time extension resulting from site conditions.

#### **IV. METHOD OF MEASUREMENT**

**A. Maintain and Control Traffic.** See Traffic Control Plan.

**B. Site Preparation.** Other than the bid items listed, the Department will not measure site preparation will for direct payment, but shall be incidental to the other items of the work.

**C. Erosion Control.** See Special Note for Erosion Control.

**D. Remove PCC Pavement.** See Special Note for Full Depth Concrete Pavement Repair.

**E. JPC Pavement.** See Special Note for Full Depth Concrete Pavement Repair.

**F. Smooth Dowels and Deformed Tie Bars.** See Special Note for Full Depth Concrete Pavement Repair.

**G. Joint Sealing and Saw-Clean-Seal Joints.** For joints in new pavement joint sealing payment will be incidental, see Special Note for Full Depth Concrete Pavement Repair. For other longitudinal and transverse joints, the Department will measure saw-clean-seal joints in existing pavement in linear feet.

**H. PCC Pavement Diamond Grinding.** See Special Note For Diamond Grinding Ride Quality.

**I. Pavement Striping and Pavement markings.** See Traffic Control Plan.

#### **V. BASIS OF PAYMENT**

The Department will not make direct payment, other than for the bid items listed. The Department will consider all other items required to complete the construction as incidental to the bid items listed.

**A. Maintain and Control Traffic.** See Traffic Control Plan.

**B. Remove Cement Concrete Pavement.** See Special Note for Full Depth Concrete Pavement Repair.

**C. JPC Pavement.** See Special Note for Full Depth Concrete Pavement Repair.

**D. PCC Pavement Diamond Grinding.** See Special Note For Diamond Grinding Ride Quality.

## SPECIAL NOTE FOR JPC PAVEMENT

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### I. DESCRIPTION

Except as specified herein, construct Jointed Plain Concrete (JPC) intersection pavement in accordance with the Department's Standard and Supplemental Specifications, Special Provisions and Special Notes, and Standard and Sepia Drawings, current editions, and as directed by the Engineer. Section references are to the Standard Specifications. Furnish all materials, equipment, labor, and incidentals for:

- (1) Removing asphalt and/or concrete pavement and replacing with JPC Pavement; (2) Maintaining and controlling traffic; and (3) All other work specified as part of this contract.

### II. MATERIALS

The Department will sample and test all materials according to the Department's sampling Manual. Make the materials available for sampling a sufficient time in advance of their use, to allow for the necessary time for testing, unless otherwise specified in these notes.

**A. Maintain and Control Traffic.** See Traffic Control Plan.

**B. Dense Graded Aggregate.** Do not furnish Crushed Stone Base in lieu of DGA.

**C. Jointed Plain Cement Concrete Pavement.** Use JPC Pavement 10 IN. At Contractor's request and at no additional cost to the Department, the Engineer may approve other high early strength rapid setting concrete. The Department will allow either central mixing or truck mixing.

**D. Joint Sealant.** Use hot poured elastic, no alternates.

**E. Traffic Signal Loops.** See Special Notes for Traffic Signal Preformed Loop Replacement.

### III. CONSTRUCTION METHODS

**A. Maintain and Control Traffic.** See Traffic Control Plan.

**B. Site Preparation.** Be responsible for all site preparation, including but not limited to, incidental excavation and backfilling; removal of all obstructions or any other items; disposal of materials; sweeping and removal of debris; shoulder preparation and restoration; temporary and permanent erosion and pollution control; final dressing, clean up, and seeding; and all incidentals. Perform all Site Preparation only as approved or

directed by the Engineer.

**C. Pavement Removal.** Consider pavement removal locations and dimensions shown on the drawings to be approximate only; the Engineer will determine exact locations and dimensions at the time of construction. Prior to removal, saw-cut existing asphalt and/or concrete pavement at locations directed by the Engineer to provide a neat edge where new concrete will adjoin existing pavement. Remove existing asphalt and/or concrete pavement, underlying stone base if necessary to provide for the specified thickness of the replacement JPC Pavement.

**D. Concrete Pavement Replacement.** Prior to pavement removal and placing JPC Pavement, obtain the Engineer's approval of proposed method of construction for ensuring and establishing a smooth profile. Immediately after removing asphalt pavement, stabilize the base as directed by the Engineer with crushed stone base and place the replacement JPC in a continuous operation in accordance with the Traffic Control Plan Phasing and as directed by the Engineer. Construct the replacement JPC Pavement with a minimum depth of 10 inches; however, transition the finished grade to match adjacent pavement that is to remain in place; therefore, the actual thickness of the pavement may be greater than 10 inches in some areas. Consolidate the concrete, strike off, machine finish with a vibrating or roller screed, and straightedge the plastic concrete with a straightedge conforming to Section 501.02.18. Test the profile of the finished pavement with a 12 foot straight edge according to Section 501.03.19. Provide positive drainage upon completion of construction.

**E. Joint Sealing.** Saw, clean, and seal transverse and longitudinal joints as shown on the standard drawings and as directed the Engineer.

**F. Traffic Signal Loops.** See Special Notes for Traffic Signal Preformed Loop Replacement. Protect lead wires from each loop to the junction box during each phase of the construction sequence at no additional cost to the Department.

**G. Disposal of Waste.** Dispose of all cuttings, debris, and other waste off the right-of-way at sites obtained by the Contractor at no additional cost to the Department. See Special Note for Waste and Borrow.

**H. Pavement Markings.** See traffic Control Plan.

**I. On-Site Inspection.** Prior to submitting a bid, make a thorough inspection of the site and become thoroughly familiar with the existing conditions so that the work can be expeditiously performed after a contract is awarded. The Department will consider submission of a bid as evidence of this inspection having been made. The Department will not honor any claims resulting from site conditions.

**J. Property Damage and Restoration.** Be responsible for all damage to public and/or private property resulting from the work. Repair or replace all damaged roadway features in like kind materials and design at no additional cost to the Department. Repair or replace damaged private property in like kind materials and design to the satisfaction of the owner.

**K. Caution.** Consider information shown on the drawings and in this proposal and the types and quantities of work listed are approximate only, and not as an accurate or complete evaluation of the material and conditions to be encountered during construction. The bidder must draw his own conclusion as to the conditions encountered. The Department does not give any guarantee as to the accuracy of the data and no claim will be considered for additional compensation if the conditions encountered are not in accordance with the information shown.

**L. Utility Clearance.** Determine the location of all underground and overhead utilities prior to construction. It is not anticipated that utility facilities will need to be relocated and/or adjusted; however, in the event that work does require relocation and/or adjustment, the utility companies will work concurrently with the Contractor while relocating their facilities.

**M. Final Dressing, Clean Up, and Seeding and Protection.** After all work is completed, remove all waste and debris from the construction sites. Remove all temporary shoulder widening and restore disturbed shoulders. Perform Class A final dressing on all disturbed areas. Sow disturbed earthen areas with Seed Mixture No. 1.

**N. Coordination of Work.** Be advised that other projects may be in progress within or in the near vicinity of this project. Take into consideration that the traffic control of those projects may affect this project and the traffic control of this project may affect those projects. Coordinate the work on this project with the work of the other contractors. In case of a conflict, the Engineer will determine the relative priority to give to work phasing on the various projects.

#### IV. METHOD OF MEASUREMENT

The Department will measure only the bid items listed. All other items required to complete the construction shall be incidental to the listed bid items.

**A. Maintain and Control Traffic.** See Traffic Control Plan.

**B. Site Preparation.** Other than the bid items listed, site preparation will not be measured for payment, but will be incidental to the other items of the work.

**C. Remove Pavement.** The Department will measure removed asphalt pavement in square yards.

**D. JPC Pavement-10 IN.** See Section 502.04.01 and Section 501.04.01.

**E. Joint Sealing.** The Department will not measure Joint Sealing for payment, but shall be incidental to the bid item JPC Pavement-10 IN.

**F. Signal Loops.** See Special Notes for Traffic Signal Preformed Loop Replacement.

**G. Smooth Dowels, Deformed Tie Bars, and Hook Bolts.** The Department will not measure smooth dowels, deformed tie bars and hook bolts, but will be incidental to JPC Pavement-10 IN.

#### IV. BASIS OF PAYMENT

The Department will make payment only for the bid items listed. All other items required to complete the construction shall be incidental to the bid items listed.

**A. Maintain and Control Traffic.** See Traffic Control Plan.

**B. Remove Pavement.** Payment at the contract unit price per square yard shall be full compensation for saw cutting, milling and texturing, and removing existing pavement (asphalt and/or concrete); disposing of waste and debris.

**C. JPC Pavement-10 IN.** See Section 502.05.

**D. Signal Loops.** See Special Notes for Traffic Signal Preformed Loop Replacement.

### **SPECIAL NOTE FOR STAKING**

In addition to the requirements of Section 201, perform the following:

1. Contrary to Section 201.03.01, perform items 1-3 usually performed by the Engineer; and
2. Field survey the existing pavement in order to establish the existing cross slopes, transitions and profile. Irregularities in the existing pavement are to be eliminated with the construction of a smooth line and grade of the new JPC pavement to ensure the best rideability possible.
3. Verify intersection and lane profile and alignment and prepare a Drainage Development Worksheet to provide for positive drainage upon completion of construction; and
4. Prior to incorporating into the work, obtain the Engineers approval of all designs and revisions to be provided by the Contractor; and
5. Produce and furnish to the Engineer "As Built" plans; and
6. Perform any and all other staking operations required to control and construct the work.



### **Special Note for Fixed Completion Date and Liquidated Damages**

Contrary to Section 108.09, Liquidated Damages of \$5,000 per calendar day will be assessed for each day work remains uncompleted beyond **80 calendar days after beginning work on the project and/or the Specified Project Completion Date, whichever occurs first. This project has a Fixed Project Completion Date of August 31, 2017.**

In addition to the Liquidated Damages specified in Section 108.09, Liquidated Damages of \$10,000 per calendar day will be charged when a lane closure remains in place during the prohibited period outlined in the Traffic Control Plan.

If work is delayed by inclement weather, the minimum work required to allow removal of the lane closure, as directed by the Engineer, shall be resumed immediately as soon as weather permits or the Department will begin to assess Liquidated Damages as specified herein.

Contrary to Section 108.09 of the Standard Specifications, **the disincentive fee will be charged during those periods when seasonal limitations of the Contract prohibits the Contractor from working on a controlling item or operation. This includes the months from December through March.**

All liquidated damages will be applied cumulatively. All other applicable portions of Section 108 apply.

## **SPECIAL PROVISION FOR WASTE AND BORROW SITES**

Obtain U.S. Army Corps of Engineer's approval before utilizing a waste or borrow site that involves "Waters of the United States". The Corps of Engineers defines "Waters of the United States" as perennial or intermittent streams, ponds or wetlands. The Corps of Engineers also considers ephemeral streams, typically dry except during rainfall but having a defined drainage channel, to be jurisdictional waters. Direct questions concerning any potential impacts to "Waters of the United States" to the attention of the appropriate District Office for the Corps of Engineers for a determination prior to disturbance. Be responsible for any fees associated with obtaining approval for waste and borrow sites from the U.S. Army Corps of Engineer or other appropriate regulatory agencies.

1-296 Waste & Borrow Sites  
01/02/2012

## **COORDINATION OF WORK WITH OTHER CONTRACTS**

Be advised, there may be an active project(s) adjacent to or within this project. The Engineer will coordinate the work of the Contractors. See Section 105.06.

1-3193 Coordination Contracts  
01/02/2012

## SPECIAL NOTES FOR GUARDRAIL

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### I. DESCRIPTION

Except as specified herein, perform all work in accordance with the Department's Standard and Supplemental Specifications and Standard and Sepia Drawings, current editions. Article references are to the Standard Specifications.

Furnish all equipment, labor, materials, and incidentals for the following work items:

(1) Site preparation; (2) Remove existing guardrail systems; (3) Construct Guardrail, End Treatments, Bridge End Connectors, and Terminal Sections, as applicable; (4) Delineators for guardrail; (5) Maintain and control traffic; and (6) all other work specified as part of this contract.

### II. MATERIALS

Except as specified herein, provide for all materials to be sampled and tested in accordance with the Department's Sampling Manual and make the materials available for sampling a sufficient time in advance of the use of the materials to allow for the necessary time for testing.

**A. Maintain and Control Traffic.** See Traffic Control Plan.

**B. Guardrail.** Furnish guardrail system components according to section 814 and the Standard Drawings; except use steel posts only, no alternates.

**C. Delineators for Guardrail.** Furnish bi-directional white and/or yellow Delineators for Guardrail according to the Delineators for Guardrail Sepia Drawing.

**D. Erosion Control.** See Special Notes for Erosion Control.

### III. CONSTRUCTION METHODS

**A. Maintain and Control Traffic.** See Traffic Control Plan.

**B. Site Preparation.** Remove existing guardrail system including the guardrail end treatments, Bridge End connectors and all other elements of the existing guardrail system as per Section 719, except that the Contractor will take possession of all concrete posts and all concrete associated with existing bridge and/or guardrail end treatments. Locate all disposal areas off the Right of Way. Be responsible for all site preparation, including but not limited to, clearing and grubbing, excavation, embankment, and removal of all obstructions or any other items; regrading, reshaping, adding and compacting of suitable

## Guardrail

### Page 2 of 3

materials on the existing shoulders to provide proper template or foundation for the guardrail; filling voids left as the result of removing existing guardrail and guard posts with dry sand; temporary pollution and erosion control; disposal, of excess and waste materials and debris; and final dressing, cleanup, and seeding and protection. Perform all site preparation as approved or directed by the engineer.

**C. Guardrail.** Except as specified herein, construct guardrail system according to Section 719 and the Standard Drawings. Locations listed on the summary and/or shown on the drawings are approximate only. The Engineer will determine the exact termini for individual guardrail installations at the time of construction. Unless directed otherwise by the Engineer, provide a minimum two (2) foot shoulder width. Construct radii at entrances and road intersections as directed by the Engineer.

Erect guardrail to the lines and grades shown on current Standard Drawings or as directed by the Engineer by any method approved by the Engineer which allows construction of the guardrail to the true grade without apparent sags.

When removing existing guardrail and installing new guardrail, do not leave the blunt end exposed where it would be hazardous to the public. When it is not practical to complete the construction of the guardrail and the permanent end treatments and terminal sections first, provide a temporary end by connecting at least 25 feet of rail to the last post, and by slightly flaring, and burying the end of the rail completely into the existing shoulder. If left overnight, place a drum with bridge panel in advance of the guardrail end and maintain during use.

**D. Delineators for Guardrail.** Construct Delineators for Guardrail according to the Delineators for Guardrail Sepia Drawing.

**E. Property Damage.** Be responsible for all damage to public and/or private property resulting from the work. Restore damaged roadway features and private property at no additional cost to the Department.

**F. Coordination with Utility Companies.** Locate all underground, above ground and overhead utilities prior to beginning construction. Be responsible for contacting and maintaining liaison with all utility companies that have utilities located within the project limits. Do not disturb existing overhead or underground utilities. It is not anticipated that any utility facilities will need to be relocated and/or adjusted; however, in the event that it is discovered that the work does require that utilities be relocated and/or adjusted, the utility companies will work concurrently with the Contractor while relocating their facilities. Be responsible for repairing all utility damage that occurs as a result of guardrail operations at no additional cost to the Department.

**G. Right of Way Limits.** The Department has not established exact limits of the Right-of-Way. Limit work activities to obvious Right-of-Way, permanent or temporary easements, and work areas secured by the Department through consent and release of the adjacent

Guardrail  
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property owners. Be responsible for all encroachments onto private lands.

**H. Disposal of Waste.** Dispose of all removed concrete, debris, and other waste and debris off the Right-of-Way at sites obtained by the Contractor at no additional cost to the Department. See Special; Note for Waste and Borrow.

**I. Final Dressing, Clean Up, and Seeding and Protection.** Apply Class A Final Dressing to all disturbed areas, both on and off the Right-of-Way. Sow all disturbed earthen areas according to the Special Notes for Erosion Control.

**J. Erosion Control.** See Special Notes for Erosion Control.

#### **IV. METHOD OF MEASUREMENT**

**A. Maintain and Control Traffic.** See Traffic Control Plan.

**B. Site preparation.** Other than the bid items listed, the Department will not measure Site Preparation for separate payment but shall be incidental to Guardrail, End Treatments, Bridge End Connectors, and Terminal Sections as applicable.

**C. Guardrail.** See Section 719.04.

**D. Delineators for Guardrail.** See Delineators for Guardrail Sepia Drawing.

**E. Erosion Control.** See Special Notes for Erosion Control.

#### **V. BASIS OF PAYMENT**

**A. Maintain and Control Traffic.** See Traffic Control Plan.

**B. Guardrail.** See Section 719.05.

**C. Delineators for Guardrail.** See Delineators for Guardrail Sepia Drawing.

**D. Erosion Control.** See Special Notes for Erosion Control.

### **SPECIAL NOTE FOR TYPICAL SECTION DIMENSIONS**

Consider the dimensions shown on the typical sections for pavement and shoulder widths and thickness' to be nominal or typical dimensions. The Engineer may direct or approve varying the actual dimensions to be constructed to fit existing conditions. Do not widen existing pavement or shoulders unless specified elsewhere in this proposal or directed by the engineer.

1-3725 Typical Section Dimensions  
01/02/2012

## **TRAFFIC CONTROL PLAN**

**STP 1271 (119) – US 127**

**STP 7337 (001) – KY 420**

**STP 4201 (084) – US 421**

**STP 7331 (002) – KY 1211**

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### **TRAFFIC CONTROL GENERAL**

Except as provided herein, maintain and control traffic in accordance with the Standard and Supplemental Specifications and the Standard and Sepia Drawings, current editions. Except for the roadway and traffic control bid items listed, all items of work necessary to maintain and control traffic will be paid at the lump sum bid price to "Maintain and Control Traffic".

Contrary to Section 106.01, furnish new, or used in like new condition, traffic control devices at the beginning of the work and maintain in like new condition until completion of the work.

### **PROJECT PHASING & CONSTRUCTION PROCEDURES**

**The entire project shall be completed within 80 calendar days after beginning work on the project and/or the Specified Project Completion Date, whichever occurs first. This project has a Fixed Project Completion Date of August 31, 2017.**

Do not erect lane closures on the following days:

November 24-27, 2016	Thanksgiving Weekend
December 23-26, 2016	Christmas Weekend
December 30, 2016-January 2, 2017	New Year's Weekend
January 14-16, 2017	MLK, Jr Weekend
April 14-16, 2017	Easter Weekend
May 5-7, 2017	Kentucky Derby Weekend
May 27-29, 2017	Memorial Day Weekend
July 1-4, 2017	Independence Day Weekend

### **ALL OPERATIONS OTHER THAN FULL DEPTH CONCRETE REPLACEMENT**

Maintain all lanes open to traffic and perform no work during the following hours:

6:00 a.m. – 7:00 p.m.	Monday through Thursday
6:00 a.m. – 7:00 p.m.	Friday
6:00 a.m. – 7:00 p.m.	Saturday
6:00 a.m. – 7:00 p.m.	Sunday

The Engineer may permit minor operations that do not require a lane closure and cause little



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disruption to traffic between the hours of 6:00 a.m. to 7:00 p.m.

The Engineer may specify additional days and hours when lane closures will not be allowed.

At locations with three or more lanes, maintain one lane of traffic in each direction at all times during construction. At locations with two lanes, maintain alternating one way traffic during construction. Provide a minimum clear lane width of 12 feet; however, provide for passage of vehicles of up to 16 feet in width. If traffic should be stopped due to construction operations, and a school bus on an official run arrives on the scene, make provisions for the passage of the bus as quickly as possible.

The Department will allow night work on this project. Obtain the Engineer's approval of the method of lighting prior to performing night work.

### **LANE CLOSURES**

Do not leave lane closures in place during non-working hours.

### **FULL DEPTH CONCRETE REPLACEMENT**

Reduce the speed limit in work areas to 45 miles per hour and establish double fines for work zone speeding violations. The extent of these areas within the project limits will be restricted to the proximity of actual work areas as determined by the Engineer. Notify the Engineer a minimum of 12 hours prior to using the double fine signs. At the beginning of the work zone, the "WARNING FINE DOUBLED IN WORK ZONE" signs will be dual mounted. At the end of the work zone, the "END DOUBLE FINE" signs will be dual mounted as well. Remove or cover the signs when the highway work zone does not have workers present for more than a two hour period of time. Payment for the signs will be at the unit bid price for signs erected. Any relocation or covering of the signs will be incidental to "**MAINTAIN AND CONTROL TRAFFIC**", lump sum.

Weekend and Night work will be required on this project. Obtain approval from the Engineer for the method of lighting prior to its use.

The Engineer may specify additional days and hours when lane closures will not be allowed.

The clear lane width will be a minimum of 10 feet; however, make provisions for the passage of wide loads up to 16 feet in width. Use a lane closure at all times when work is performed in the lane or adjacent shoulder. No long term lane closures will be allowed until paving and pavement repair operations begin. Once paving and pavement repairs have begun, these operations are to be continuous until all paving is complete.

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If the Contractor suspends work for more than seven (7) days for any reason, traffic shall be placed back in the original lane configuration, with all lanes operational. These traffic shifts, due to non-working days, shall be considered incidental to the bid item, **“MAINTAIN AND CONTROL TRAFFIC.”** The Department reserves the right to place traffic into its original configuration at anytime and will reimburse the Contractor for the cost of doing so.

The contractor must notify the Engineer at least fourteen (14) days prior to beginning construction.

Take these restrictions into account in submitting bid. The Department will not consider any claims for money or grant contract time extensions for any delays to the Contractor as a result of these restrictions.

## **LANE CLOSURES**

Limit the lengths of lane closures to a maximum of 1.5 miles, or as directed by the Engineer. Contrary to section 112, lane closures will **NOT** be measured for payment, but are considered incidental to **"MAINTAIN AND CONTROL TRAFFIC"**, lump sum.

## **PROJECT PHASING** **US 127 MP 8.230-8.296**

### **PHASE I**

Shift traffic to the outside lanes and close the inside lanes and shoulder to traffic. Place temporary concrete barrier wall between excavation and traffic. Remove the concrete pavement and permanent barrier wall. Install drainage features and construct new barrier wall and pavement.

### **PHASE II**

Shift traffic to the inside lanes and close the outside lanes and shoulder. Shift the temporary concrete barrier. Remove concrete pavement and guardrail. Install drainage features, new pavement and guardrail.

### **PHASE III**

Remove temporary concrete barrier. After all other work is completed, place permanent striping, rumble strips, and inlaid pavement markers. Mobile operations may be utilized. In addition to newly paved areas, place permanent striping on bridge decks within the project limits.

Traffic Control Plan  
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## **SIGNS**

Additional traffic control signs in addition to normal lane closure signing detailed on the Standard Drawings may be required by the Engineer. Additional signs needed for lane closures may include, but are not limited to, dual mounted TRUCKS USE LEFT/RIGHT LANE, LEFT/RIGHT LANE CLOSED 1 MILE, LEFT/RIGHT LANE CLOSED 2 MILE, LEFT/RIGHT LANE CLOSED 3 MILE, SLOWED/STOPPED TRAFFIC AHEAD. Signage for reduced speed limits and double fine work zones will be furnished, relocated, and maintained by the Contractor.

Contrary to section 112, Individual signs will be measured only once for payment, regardless of how many times they are set, reset, removed, and relocated during the duration of the project. Replacements for damaged signs or signs directed to be replaced by the Engineer due to poor legibility or reflectivity will not be measured for payment.

Relocate and reset or cover existing permanent signs as required by work. Obtain the Engineer's approval before removing or covering an existing sign. The Department will not measure relocating and resetting or covering existing permanent signs, but shall be incidental to "MAINTAIN AND CONTROL TRAFFIC", lump sum.

## **CHANGEABLE MESSAGE SIGNS**

Provide changeable message signs in advance of and within the project at locations determined by the Engineer. If work is in progress concurrently in both directions or if more than one lane closure is in place in the same direction of travel, provide additional changeable message signs as directed by the Engineer. Place changeable message signs one mile in advance of the anticipated queue at each lane closure. As the actual queue lengthens and/or shortens, relocate or provide additional changeable message signs so that traffic has warning of slowed or stopped traffic at least one mile but not more than two miles before reaching the end of the actual queue. The Engineer may vary the designated locations as the work progresses. The Engineer will determine the messages to be displayed. In the event of damage or mechanical/electrical failure, repair or replace the Changeable Message Sign within 24 hours. The Department will measure for payment the maximum number of Changeable Message Signs in concurrent use at the same time on a single day on all sections of the contract. The Department will measure individual Changeable Message Signs only once for payment, regardless of how many times they are set, reset, removed, and relocated during the duration of the project. The Department will not measure replacements for damaged Changeable Message Signs or for signs the Engineer directs be replaced due to poor condition or readability. Retain possession of the Changeable Message Signs upon completion of the work.

## **ARROW PANELS**

Traffic Control Plan  
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Use arrow panels as shown on the Standard Drawings or as directed by the Engineer. The Department will measure for payment the maximum number of arrow panels in concurrent use at the same time on a single day on all sections of the contract. The Department will measure for payment the maximum number of Arrow Panels in concurrent use at the same time on a single day on all sections of the contract. The Department will measure individual Arrow Panels only once for payment, regardless of how many times they are set, reset, removed, and relocated during the duration of the project. The Department will not measure replacements for damaged Arrow Panels or for panels signs the Engineer directs be replaced due to poor condition or readability for payment. Retain possession of the Arrow Panels upon completion of the work.

### **TEMPORARY ENTRANCES**

The Engineer will not require the Contractor to provide continuous access to farms, single family, duplex, or triplex residential properties during working hours; however, provide reasonable egress and ingress to each such property when actual operations are not in progress at that location. Limit the time during which a farm or residential entrance is blocked to the minimum length of time required for actual operations, not extended for the Contractor's convenience, and in no case exceeding six (6) hours. Notify all residents twenty-four hours in advance of any driveway or entrance closings and make any accommodations necessary to meet the access needs of disabled residents.

Except as allowed by the Phasing as specified above, maintain direct access to all side streets and roads, schools, churches, commercial properties and apartments or apartment complexes of four or more units at all times.

The Department will measure asphalt materials required to construct and maintain any temporary entrances which may be necessary to provide temporary access; however, the Department will not measure aggregates, excavation, and/or embankment, but shall be incidental to Maintain and Control Traffic. The Engineer will determine the type of surfacing material, asphalt or aggregate, to be used at each entrance.

### **TRAFFIC SIGNAL LOOPS**

Install traffic signal loops according to the Special Notes for Traffic Signal Loop Replacement. Coordinate the placement of the loops with the Engineer.

### **BARRICADES**

The Department will not measure barricades used in lieu of barrels and cones for channelization or delineation, but shall be incidental to Maintain and Control Traffic according to Section 112.04.01.

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The Department will measure barricades used to protect pavement removal areas in individual units Each. The Department will measure for payment the maximum number of barricades in concurrent use at the same time on a single day on all sections of the contract. The Department will measure individual barricades only once for payment, regardless of how many times they are set, reset, removed, and relocated during the duration of the project. The Department will not measure replacements for damaged barricades the Engineer directs to be replaced due to poor condition or reflectivity. Retain possession of the Barricades upon completion of the work.

## **PAVEMENT MARKINGS**

If there is to be a deviation from the existing striping plan, the Engineer will furnish the Contractor a striping plan prior to placement of the final surface course. Install Temporary Striping according to Section 112 with the following exceptions:

1. Place Temporary or Permanent Striping before opening a lane to traffic; and
2. If the Contractor's operations or phasing requires temporary markings that must subsequently be removed from the final surface course, use an approved removable lane tape; however, the Department will not measure removable lane tape for separate payment, but will measure and pay for removable lane tape as temporary striping.

## **PAVEMENT EDGE DROP-OFFS**

Do not allow a pavement edge between opposing directions of traffic or lanes that traffic is expected to cross in a lane change situation with an elevation difference greater than 1½". Place Warning signs (MUTCD W8-11 or W8-9A) in advance of and at 1500' intervals throughout the drop-off area. Dual post the signs on both sides of the traveled way. Wedge all transverse transitions between resurfaced and unresurfaced areas which traffic may cross with asphalt mixture for leveling and wedging. Remove the wedges prior to placement of the final surface course.

Protect pavement edges that traffic is not expected to cross, except accidentally, as follows:

Less than 2" - No protection required.

2" to 4" - Place plastic drums, vertical panels, or barricades every 50 feet. During daylight working hours only, the Engineer will allow the Contractor to use cones in lieu of plastic drums, panels, and barricades. Wedge the drop-off with DGA or asphalt mixture for leveling and wedging with a 1:1 or flatter slope in daylight hours, or 3:1 or flatter slope during nighttime hours, when work is not active in the drop-off area.

Greater than 4" - Protect drop-offs greater than 4 inches within 10 feet of traffic by placing drums, vertical panels, or barricades every 25 feet. The Engineer will not

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allow the use of cones in lieu of drums, vertical panels, or barricades for drop-offs greater than 4". Place Type III Barricades directly in front of the drop-off facing on coming traffic in both directions of travel. Provide warning signs as shown on the Standard Drawings or as directed by the Engineer

Pedestrians & Bicycles - Protect pedestrian and bicycle traffic as directed by the engineer.

## **TRAFFIC COORDINATOR**

Designate an employee to be traffic coordinator. The designated Traffic Coordinator must be certified by the American Traffic Safety Services Association (ATSSA). The Traffic Coordinator will inspect the project maintenance of traffic once daily, including weekends, during the Contractor's operations and at any time a lane closure is in place. The Traffic Coordinator will report all incidents throughout the work zone to the Engineer on the project. The Contractor will furnish the name and telephone number where the Traffic Coordinator can be contacted at all times. During any period when a lane closure is in place, the Traffic Coordinator will arrange for personnel to be present on the project at all times to inspect the traffic control, maintain the signing and devices, and relocate portable changeable message boards as queue lengths change. The personnel will have access on the project to a radio or telephone to be used in case of emergencies or accidents.

## **COORDINATION OF WORK**

The Contractor is advised that other projects may be in progress within or in the near vicinity of this project. The traffic control of those projects may affect this project and the traffic control of this project may affect those projects. The Contractor will coordinate the work on this project with the work of the other contractors. In case of conflict, the Engineer will determine the relative priority to give to work phasing on the various projects.

## USE AND PLACEMENT OF CHANGEABLE MESSAGE SIGNS

The following policy is based upon current Changeable Message Signs (CMS) standards and practice from many sources, including the Federal Highway Administration (FHWA), other State Departments of Transportation, and Traffic Safety Associations. It is understood that each CMS installation or use requires individual consideration due to the specific location or purpose. However, there will be elements that are constant in nearly all applications. Accordingly these recommended guidelines bring a level of uniformity, while still being open to regional experience and engineering judgment.

### **Application**

The primary purpose of CMS is to advise the driver of unexpected traffic and routing situations. Examples of applications where CMS can be effective include:

- Closures (road, lane, bridge, ramp, shoulder, interstate)
- Changes in alignment or surface conditions
- Significant delays, congestion
- Construction/maintenance activities (delays, future activities)
- Detours/alternative routes
- Special events with traffic and safety implications
- Crash/incidents
- Vehicle restrictions (width, height, weight, flammable)
- Advance notice of new traffic control devices
- Real-time traffic conditions (must be kept up to date)
- Weather /driving conditions, environmental conditions, Roadway Weather Information Systems
- Emergency Situations
- Referral to Highway Advisory Radio (if available)
- Messages as approved by the County Engineer's Office

### **CMS should not be used for:**

- Replacement of static signs (e.g. road work ahead), regulatory signage (e.g. speed limits), pavement markings, standard traffic control devices, conventional warning or guide signs.
- Replacement of lighted arrow board
- Advertising (Don't advertise the event unless clarifying "action" to be taken by driver – e.g. Speedway traffic next exit)
- Generic messages
- Test messages (portable signs only)
- Describe recurrent congestion (e.g. rush hour)
- Public service announcements (not traffic related)

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### **Messages**

Basic principles that are important to providing proper messages and insuring the proper operation of a CMS are:

- Visible for at least ½ mile under ideal daytime and nighttime conditions
- Legible from all lanes a minimum of 650 feet
- Entire message readable twice while traveling at the posted speed
- Nor more than two message panels should be used (three panels may be used on roadways where vehicles are traveling less than 45 mph). A panel is the message that fits on the face of the sign without flipping or scrolling.
- Each panel should convey a single thought; short and concise
- Do not use two unrelated panels on a sign
- Do not use the sign for two unrelated messages
- Should not scroll text horizontally or vertically
- Should not contain both the words left and right
- Use standardized abbreviations and messages
- Should be accurate and timely
- Avoid filler/unnecessary words and periods (hazardous, a, an, the)
- Avoid use of speed limits
- Use words (not numbers) for dates

### **Placement**

Placement of the CMS is important to insure that the signs is visible to the driver and provides ample time to take any necessary action. Some of the following principles may only be applicable to controlled access roadways. The basic principles of placement for a CMS are:

- When 2 signs are needed, place on same side of roadway and at least 1,000 feet apart
- Place behind semi-rigid/rigid protection (guardrail, barrier) or outside of the clear zone
- Place 1,000 feet in advance of work zone; at least one mile ahead of decision point
- Normally place on right side of roadway; but should be placed closest to the affected lane so that either side is acceptable
- Signs should not be dual mounted (one on each side of roadway facing same direction)
- Point trailer hitch downstream
- Secure to immovable object to prevent thief (if necessary)
- Do not place in sags or just beyond crest
- Check for reflection of sun to prevent the blinding of motorist
- Should be turned ~3 degrees outward from perpendicular to the edge of pavement
- Bottom of sign should be 7 feet above the elevation of edge of roadway
- Should be removed when not in use
-



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### Standard Abbreviations

The following is a list of standard abbreviations to be used on CMS.

<b><u>Word</u></b>	<b><u>Abbrev.</u></b>	<b><u>Example</u></b>
Access	ACCS	ACCIDENT AHEAD/USE ACCS RD NEXT RIGHT
Alternate	ALT	ACCIDENT AHEAD/USE ALT RTE NEXT RIGHT
Avenue	AVE	FIFTH AVE CLOSED/DETOUR NEXT LEFT
Blocked	BLKD	FIFTH AVE BLKD/MERGE LEFT
Boulevard	BLVD	MAIN BLVD CLOSED/USE ALT RTE
Bridge	BRDG	SMITH BRDG CLOSED/USE ALT RTE
Cardinal Directions	N, S, E, W	N I75 CLOSED/ DETOUR EXIT 30
Center	CNTR	CNTR LANE CLOSED/MERGE LEFT
Commercial	COMM	OVRSZ COMM VEH/USE I275
Condition	COND	ICY COND POSSIBLE
Congested	CONG	HVY CONG NEXT 3 MI
Construction	CONST	CONST WORK AHEAD/EXPECT DELAYS
Downtown	DWNTN	DWNTN TRAF USE EX 40
Eastbound	E-BND	E-BND I64 CLOSED/DETOUR EXIT 20
Emergency	EMER	EMER VEH AHEAD/PREPARE TO STOP
Entrance, Enter	EX, EXT	DWNTN TRAF USE EX 40
Expressway	EXPWY	WTRSN EXPWY CLOSED/DETOUR EXIT 10
Freeway	FRWY, FWY	GN SYNDR FWY CLOSED/DETOUR EXIT 15
Hazardous Materials	HAZMAT	HAZMAT IN ROADWAY/ALL TRAF EXIT 25
Highway	HWY	ACCIDENT ON AA HWY/EXPECT DELAYS
Hour	HR	ACCIDENT ON AA HWY/2 HR DELAY
Information	INFO	TRAF INFO TUNE TO 1240 AM
Interstate	I	E-BND I64 CLOSED/DETOUR EXIT 20
Lane	LN	LN CLOSED/MERGE LEFT
Left	LFT	LANE CLOSED/MERGE LFT
Local	LOC	LOC TRAF USE ALT RTE
Maintenance	MAINT	MAINT WRK ON BRDG/SLOW
Major	MAJ	MAJ DELWAYS I75/USE ALT RTE

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Mile	MI	ACCIDENT 3 MI AHEAD/ USE ALT RTE
Minor	MNR	ACCIDENT 3 MI MNR DELAY
Minutes	MIN	ACCIDENT 3 MI/30 MIN DELAY
Northbound	N-BND	N-BND I75 CLOSED/ DETOUR EXIT 50
Oversized	OVRSZ	OVRSZ COMM VEH/USE I275 NEXT RIGHT
Parking	PKING	EVENT PKING NEXT RGT
Parkway	PKWY	CUM PKWAY TRAF/DETOUR EXIT 60
Prepare	PREP	ACCIDENT 3 MIL/PREP TO STOP
Right	RGT	EVENT PKING NEXT RGT
Road	RD	HAZMAT IN RD/ALL TRAF EXIT 25
Roadwork	RDWK	RDWK NEXT 4 MI/POSSIBLE DELAYS
Route	RTE	MAJ DELAYS I75/USE ALT RTE
Shoulder	SHLDR	SHLDR CLOSED NEXT 5 MI
Slippery	SLIP	SLIP COND POSSIBLE/ SLOW SPD
Southbound	S-BND	S-BND I75 CLOSED/DETOUR EXIT 50
Speed	SPD	SLIP COND POSSIBLE/ SLOW SPD
Street	ST	MAIN ST CLOSED/USE ALT RTE
Traffic	TRAF	CUM PKWAY TRAF/DETOUR EXIT 60
Vehicle	VEH	OVRSZ COMM VEH/USE I275 NEXT RIGHT
Westbound	W-BND	W-BND I64 CLOSED/DETOUR EXIT 50
Work	WRK	CONST WRK 2MI/POSSIBLE DELAYS

Certain abbreviations are prone to inviting confusion because another word is abbreviated or could be abbreviated in the same way. DO NO USE THESE ABBREVIATIONS.

<u>Abbrev.</u>	<u>Intended Word</u>	<u>Word Erroneously Given</u>
ACC	Accident	Access (Road)
CLRS	Clears	Colors
DLY	Delay	Daily
FDR	Feeder	Federal
L	Left	Lane (merge)
LOC	Local	Location
LT	Light (traffic)	Left
PARK	Parking	Park
POLL	Pollution (index)	Poll
RED	Reduce	Red
STAD	Stadium	Standard

TEMP WRNG	Temporary Warning	Temperature Wrong
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TYPICAL MESSAGES

The following is a list of typical messages used on CMS. The list consists of the reason or problem that you want the driver to be aware of and the action that you want the driver to take.

<u>Reason/Problem</u>	Action
ACCIDENT	ALL TRAFFIC EXIT RT
ACCIDENT/XX MILES	AVOID DELAY USE XX
XX ROAD CLOSED	CONSIDER ALT ROUTE
XX EXIT CLOSED	DETOUR
BRIDGE CLOSED	DETOUR XX MILES
BRIDGE/(SLIPPERY, ICE, ETC.)	DO NOT PASS
CENTER/LANE/CLOSED	EXPECT DELAYS
DELAY(S), MAJOR/DELAYS	FOLLOW ALT ROUTE
DEBRIS AHEAD	KEEP LEFT
DENSE FOG	KEEP RIGHT
DISABLED/VEHICLE	MERGE XX MILES
EMER/VEHICLES/ONLY	MERGE LEFT
EVENT PARKING	MERGE RIGHT
EXIT XX CLOSED	ONE-WAY TRAFFIC
FLAGGER XX MILES	PASS TO LEFT
FOG XX MILES	PASS TO RIGHT
FREEWAY CLOSED	PREPARE TO STOP
FRESH OIL	REDUCE SPEED
HAZMAT SPILL	SLOW
ICE	SLOW DOWN
INCIDENT AHEAD	STAY IN LANE
LANES (NARROW, SHIFT, MERGE, ETC.)	STOP AHEAD
LEFT LANE CLOSED	STOP XX MILES
LEFT LANE NARROWS	TUNE RADIO 1610 AM
LEFT 2 LANES CLOSED	USE NN ROAD
LEFT SHOULDER CLOSED	USE CENTER LANE
LOOSE GRAVEL	USE DETOUR ROUTE
MEDIAN WORK XX MILES	USE LEFT TURN LANE
MOVING WORK ZONE, WORKERS IN ROADWAY	USE NEXT EXIT
NEXT EXIT CLOSED	USE RIGHT LANE
NO OVERSIZED LOADS	WATCH FOR FLAGGER
NO PASSING	
NO SHOULDER	
ONE LANE BRIDGE	

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PEOPLE CROSSING  
RAMP CLOSED  
RAMP (SLIPPERY, ICE, ETC.)  
RIGHT LANE CLOSED  
RIGHT LANE NARROWS  
RIGHT SHOULDER CLOSED  
ROAD CLOSED  
ROAD CLOSED XX MILES  
ROAD (SLIPPERY, ICE, ETC.)  
ROAD WORK  
ROAD WORK (OR CONSTRUCTION) (TONIGHT, TODAY, TOMORROW, DATE)  
ROAD WORK XX MILES  
SHOULDER (SLIPPERY, ICE, SOFT, BLOCKED, ETC.)  
NEW SIGNAL XX MILES  
SLOW 1 (OR 2) - WAY TRAFFIC  
SOFT SHOULDER  
STALLED VEHICLES AHEAD  
TRAFFIC BACKUP  
TRAFFIC SLOWS  
TRUCK CROSSING  
TRUCKS ENTERING  
TOW TRUCK AHEAD  
UNEVEN LANES  
WATER ON ROAD  
WET PAINT  
WORK ZONE XX MILES  
WORKERS AHEAD

## **SPECIAL NOTE FOR REMOVING EXISTING PAVEMENT MARKERS ON PORTLAND CEMENT PAVEMENT**

Before diamond grinding, remove existing Type V Snow-Plowable pavement markers (iron castings) by a clean saw cut and repair the divot with Low Slump PCC partial depth patching material. Dispose of the removed castings, waste, and debris off the Right-of-way at sites obtained by the contractor at no additional cost to the Department.

Saw the hole to be patched with a vertical face, to a depth and configuration the Engineer directs. After sawing, keep exposure to traffic to a minimum until patching. Keep overcutting beyond the limits of the removed area to a minimum. Prevent saw slurry from entering existing joints and cracks. Clean all saw slurry and other contaminants from overcutting. Repair the overcut area with a low viscosity epoxy compound.

Prepare the patch area by sandblasting and vigorously scrub a grout bond coat into the andblasted area. Use a grout bond coat consisting of a slurry made of water mixed with equal parts of Portland cement and mortar sand. Use a low slump PCC patching mixture conforming to Section 501 except use a minimum cement factor of 7 bags per cubic yard, No. 9M coarse aggregate, and at least 20 ounces per cubic yard of either Type A or Type D water reducing admixture. Submit a mix design for the Engineer's approval. Place the patch before the grout shows any sign of drying. Cure according to Section 501.03.15.

The Department will measure removal of Type V markers in individual units, Each, determined by dividing the length of each run of markers by their average spacing, plus one. Accept payment as full compensation for removing and disposing of the markers, placing Latex PCC patching material in the resulting recess, and disposing of waste and debris.

1-3862 removepavementmarkerspccloowlump  
01/02/2012

## **SPECIAL NOTES FOR TRAFFIC SIGNAL PREFORMED LOOP REPLACEMENT**

**I. DESCRIPTION.** Loop replacement shall be performed in accordance with the Department's Standard Specifications (current edition), applicable Standard Drawings, and applicable Special Provisions except as hereafter specified. Article references are to the Standard Specifications.

The Contractor shall furnish all materials, labor, and equipment for the replacement of traffic signal loop(s), and junction boxes (if the contract specifies quantities for this bid item elsewhere), and maintaining and controlling traffic, and all other work specified as part of this contract.

**II. MATERIALS.** See section 835 of the Standard Specifications.

All preformed loop wire shall be 16-gauge THWN stranded copper, single conductor in a 2-4-2 configuration for Quadrapole and 3 turns for a standard as shown on the Quadrapole and Standard Loop detail. The loop and home run shall be housed in a class A oil resistant heavy-duty reinforced rubber hose with a 250-PSI internal pressure rating. Hose for the loop and home run assembly shall be one continuous piece. The 3/8" I.D. (5/8" O.D.) hose shall be factory assembled. Preformed loops and home runs shall be pre-wired. The loop configurations and homerun lengths shall be assembled for the specific application.

Hose tee connections shall be high temperature synthetic rubber. The tee shall be of proper size to attach directly to the hose, minimizing the glue joints. The tee shall have the same flexible properties as the hose to insure that the whole assembly can conform to pavement movement and shifting without cracking or breaking.

**III. CONSTRUCTION.** See section 723 of the Standard Specifications.

The electrical contractor shall coordinate with the general contractor and inspector to ensure the loops are installed prior to any milling work being performed. The contractor shall be responsible for the removal of existing lead-in cable.

Preformed Quadrapole Loops, Preformed Loops and Preformed Loop Lead-In locations shall be coordinated with the Contractor and the Engineer prior to any work being performed. The Contractor shall be careful to avoid pavement sections where potholes, cracks, or any other roadway flaws exist.

Hose for the preformed loops and home run assembly shall be one continuous piece and shall be extended splice-free to the controller or junction box. Preformed loop cables shown as extended to junction boxes by means of preformed home run cables shall be spliced into loop lead-in cable at the boxes. Loop lead-in cable shall be extended splice-free from the junction box to controller.

The preformed loop dimension shall be 6' x 30' Quadrapole or 6' x 6', as specified. Center and mark each loop in the lane such that its sides are parallel and perpendicular to the direction of traffic.

Each Contractor submitting a bid for this work shall make a thorough inspection of the site prior to submitting his bid and shall thoroughly familiarize himself with existing conditions so that the work can be expeditiously performed after a Contract is awarded. Submission of a bid will be considered evidence of this inspection having been made. Any claims resulting from site conditions will not be honored by the Department.

Information provided in this proposal and the types and quantities of work listed are not to be taken as an accurate or complete evaluation of the material and conditions to be encountered during construction. The bidder must draw his own conclusion as to the conditions encountered. The Department does not give any guarantee as to the accuracy of the data and no claim will be considered for additional compensation if the conditions encountered are not in accordance with the information shown.

It is not anticipated that utility facilities will need to be relocated and/or adjusted; however, in the event that it is discovered that the work does require that utilities be relocated and/or adjusted, the utility companies will work concurrently with the Contractor while relocating their facilities.

Sow all disturbed earthen areas with Seed Mixture No. 1.

#### **Asphalt or Concrete(4 inches or less) Installation**

Starting at the tee joint, saw-cut a  $\frac{3}{4}$ " wide slot to a depth of 6" below the final surface of pavement for three sides of the loop leaving the center leg and the shortest and farthest leg from the home run tee joint for the last saw-cuts. After the three sides have been saw-cut, lay loop in slot to mark the center leg and the fourth side. Pull the loop out of the slot to saw-cut the center leg and the fourth side. Saw-cut a  $\frac{3}{4}$ " wide slot for the center leg and the fourth side. Clean any debris, water and loose particles from the slot with compressed air.

Make the saw-cut for the home run slot from each loop to the transition conduit  $\frac{3}{4}$ " wide and 6" deep. Clean any debris, water, and loose particles from the slot with compressed air.

Insert the preformed loop wire and home run lead-in into the bottom of the loop slot. Extend the preformed home run lead-in cable splice-free to the junction box or cabinet. No exceptions to this shall be considered.

There shall be a minimum of 6' between loops in adjacent lanes for 12' wide lanes. Once the preformed loop is installed in the roadway, hand place 1" backer rod in the saw slot to ensure preformed loop will not rise out of slot. Contractor shall then fill the saw slot with non-shrink grout until level with road surface. The non-shrink grout shall be incidental to the Loop Saw, Slot and Fill bid item. See Asphalt saw slot detail.

**Concrete(with more than 4 inches) Installation**

Lay the preformed loop wire and home run lead-in on the compacted aggregate prior to pouring the new concrete. There shall be a minimum of six feet between loops in adjacent lanes for 12 foot wide lanes.

**IV. MEASUREMENT.** See Section 723.04 in the Standard Specifications.

Bid notes not included in Section 723 in the Standard Specifications or that are contrary

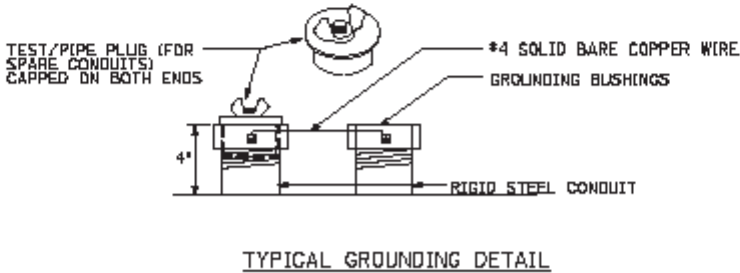
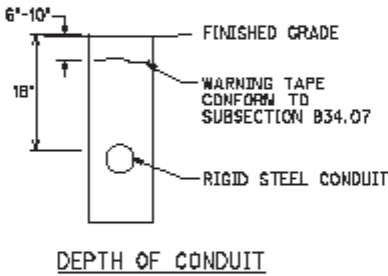
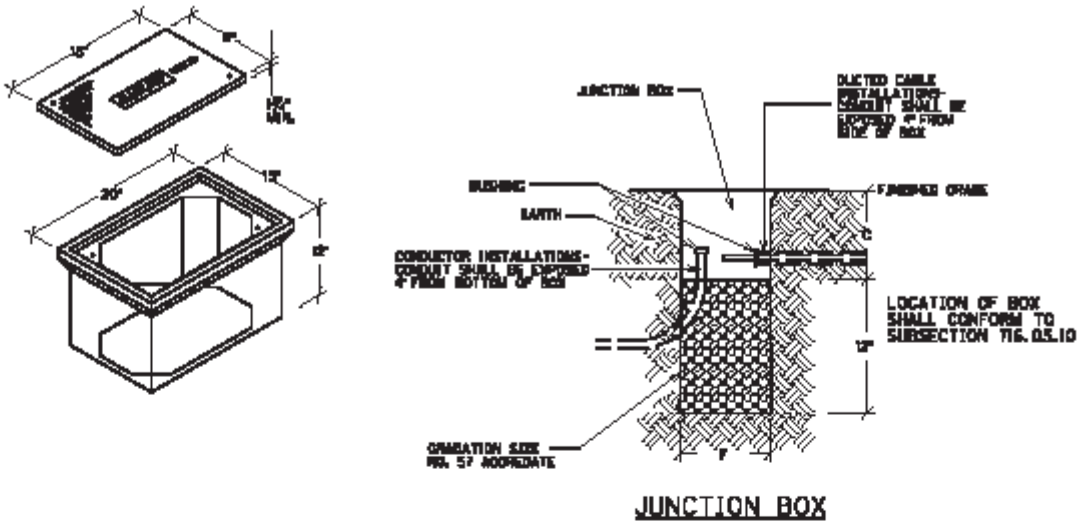
**Loop saw slot and fill** shall include sawing, cleaning saw slot as well as furnishing and installing loop sealant, backer rod and non-shrink grout as shown on the details. The contractor shall saw according to the dimensions shown on the detail sheets and not cut out any sections of pavement by over-sawing any slot. The ¾” conduit referenced in the Loop Wire Transition details is incidental to this project and not a separate pay item.

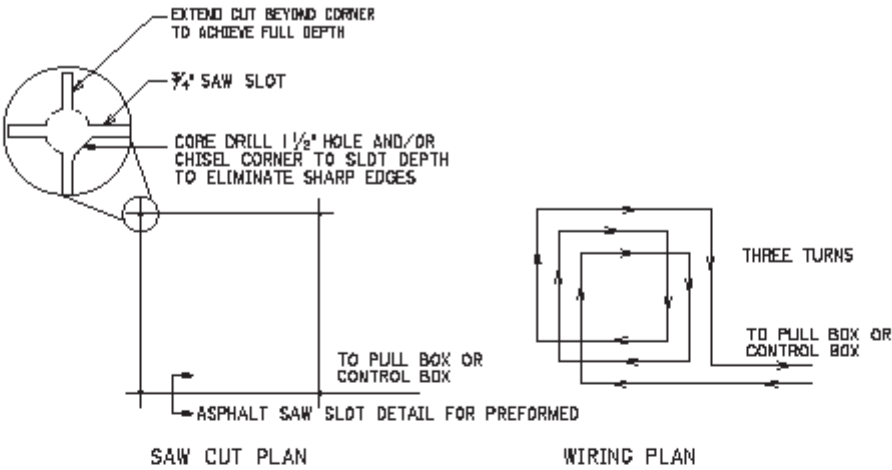
**Preformed Quadrapole Loops, Preformed Loops and Preformed Loop Lead-In** shall include furnishing and installing preformed quadrapole loops, preformed loops and preformed loop lead-in. Items installed in saw slots shall be installed as shown on the Saw Slot detail. All connections and fittings required for a full and complete installation of the loops are incidental to this item.

**V. PAYMENT.** The Department will make payment for completed and accepted quantities under the following:

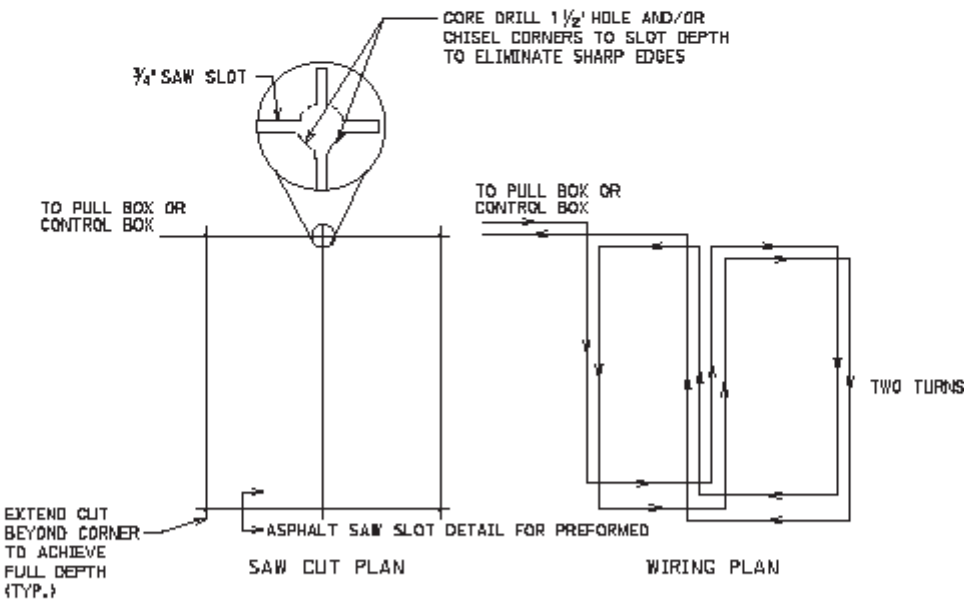
Code	Pay Item	Pay Unit
4792	Conduit 1”	Linear Foot
4793	Conduit 1 ¼”	Linear Foot
4795	Conduit 2”	Linear Foot
4811	Junction Box Type B	Each
4820	Trenching and Backfilling	Linear Foot
4850	Cable-No. 14/1 Pair	Linear Foot
4895	Loop Saw Slot and Fill	Linear Foot
4894	Preformed Loop Lead-In	Linear Foot
20453NS835	Preformed Quadrapole Loops	Linear Foot
20452NS835	Preformed Loops	Linear Foot



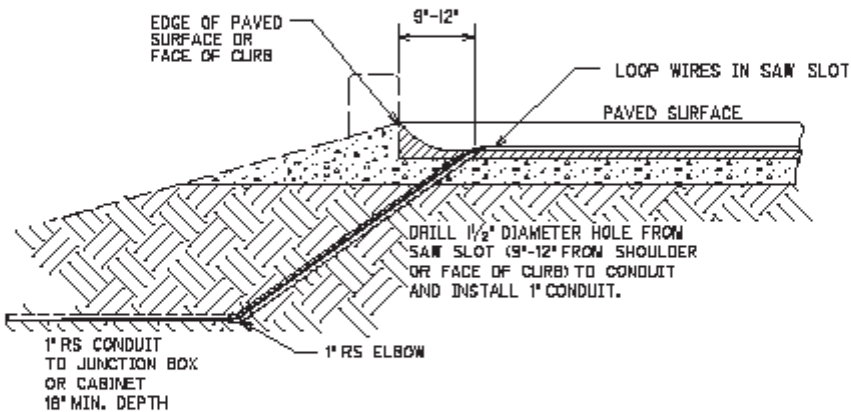
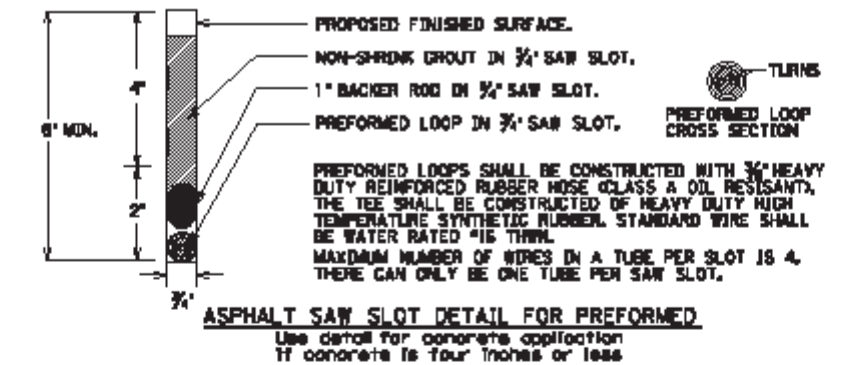




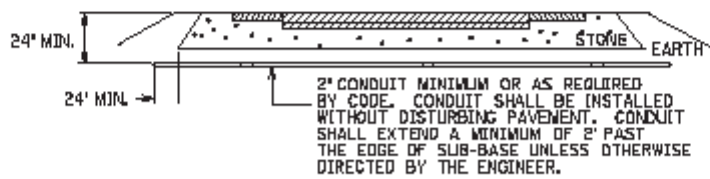
6'X6' LOOP



6'X30' QUADRAPOLE LOOP

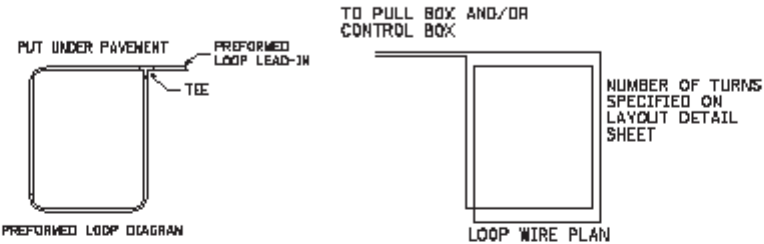


SAW SLOT EDGE OF PAVEMENT TRANSITION



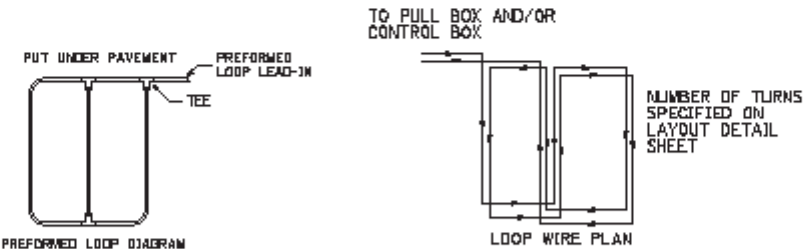
CONDUIT UNDER EXISTING PAVEMENT DETAIL

PREFORMED LOOP LEAD-IN SHALL BE TWISTED WITH THREE TO FIVE TURNS PER FOOT UNTIL TERMINATED AT FIELD CONNECTIONS IN THE CABINET OR CONNECTED TO SHIELDED CABLE.



**STANDARD PREFORMED LOOP**  
\*ALL LOOPS THAT ARE NOT QUADRAPOLES SHALL BE STANDARD AND HAVE 3 TURNS

PREFORMED LOOP LEAD-IN SHALL BE TWISTED WITH THREE TO FIVE TURNS PER FOOT UNTIL TERMINATED AT FIELD CONNECTIONS IN THE CABINET OR CONNECTED TO SHIELDED CABLE.



**QUADRAPOLE PREFORMED LOOP**  
\*ALL 6'x30' LOOPS SHALL BE QUADRAPOLE AND SHALL HAVE A 2-4-2 CONFIGURATION

## **SPECIAL NOTE FOR EROSION CONTROL**

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### **I. DESCRIPTION**

Except as provided herein, perform all erosion and water pollution control work in accordance with the Department's Standard and Supplemental Specifications, and Standard and Sepia Drawings, current editions, and as directed by the Engineer. Section references are to the Standard Specifications. This work shall consist of:

(1) Developing and preparing a Best Management Practices Plan (BMP) tailored to suit the specific construction phasing for each site within the project; (2) Preparing the project site(s) for construction, including locating, furnishing, installing, and maintaining temporary and/or permanent erosion and water pollution control measures as required by the BMP prior to beginning any earth disturbing activity on the project site; (3) Clearing and grubbing and removal of all obstructions as required for construction; (4) Removing all erosion control devices when no longer needed; (5) Restoring all disturbed areas as nearly as possible to their original condition; (6) Preparing seedbeds and permanently seeding all disturbed areas; (7) Providing a Kentucky Erosion Prevention and Sediment Control Program (KEPSC) qualified inspector; and (8) Performing any other work to prevent erosion and/or water pollution as specified by this contract, required by the BMP, or as directed by the Engineer.

### **II. MATERIALS**

Except as provided herein, furnish all materials for erosion and water pollution control work in accordance with the Department's Standard and Supplemental Specifications, and Standard and Sepia Drawings, current editions, and as directed by the Engineer.

Provide for all materials to be sampled and tested in accordance with the Department's Sampling Manual. Unless directed otherwise by the Engineer, make the materials available for sampling a sufficient time in advance of the use of the materials to allow for the necessary time for testing.

### **III. CONSTRUCTION**

Except as provided herein, construct all erosion and water pollution control work in accordance with the Department's Standard and Supplemental Specifications, and Standard and Sepia Drawings, current editions, and as directed by the Engineer.

## Erosion Control

### Page 2 of 3

Be advised, these Erosion Control Plan Notes do not constitute a BMP plan for the project. Jointly with the Engineer, prepare a site specific BMP plan for each drainage area within the project in accordance with Section 213 and the supplemental specifications. Provide a unique BMP at each project site using good engineering practices taking into account existing site conditions, the type of work to be performed, and the construction phasing, methods and techniques to be utilized to complete the work. Be responsible for all erosion prevention, sediment control, and water pollution prevention measures required by the BMP for each site. Represent and warrant compliance with the Clean Water Act (33 USC Section 1251 et seq.), the 404 Permit, the 401 Water Quality Certification, and applicable state and local government agency laws, regulations, rules, specifications, and permits. Contrary to Section 105.05, in case of discrepancy between these notes, the Standard Specifications, interim Supplemental Specifications, Special and Special Notes, Standard and Sepia Drawings, and such state and local government agency requirements, adhere to the most restrictive requirement.

Conduct operations in such a manner as to minimize the amount of disturbed ground during each phase of the construction and limit the haul roads to the minimum required to perform the work. Preserve existing vegetation not required to be removed by the work or the contract. Seed and/or mulch disturbed areas at the earliest opportunity. Use silt fence, silt traps, temporary ditches, brush barriers, erosion control blankets, sodding, channel lining, and other erosion control measures in a timely manner as required by the BMP and as directed or approved by the Engineer. Prevent sediment laden water from leaving the project, entering an existing drainage structure, or entering a stream.

Provide for erosion control measures to be in place and functioning prior to any earth disturbance within a drainage area. Compute the volume and size of silt control devices necessary to control sediment during each phase of construction. Remove sediment from silt traps before they become a maximum of ½ full. Maintain silt fence by removing accumulated trappings and/or replacing the geotextile fabric when it becomes clogged, damaged, or deteriorated, or when directed by the Engineer. Properly dispose of all materials trapped by erosion control devices at approved sites off the right of way obtained by the Contractor at no additional cost to the Department (See Special Note for Waste and Borrow).

As work progresses, add or remove erosion control measures as required by the BMP applicable to the Contractor's project phasing and construction methods and techniques. Update the volume calculations and modify the BMP as necessary throughout the duration of the project. Ensure that an updated BMP is kept on site and available for public inspection throughout the life of the project.

After all construction is complete, restore all disturbed areas in accordance with Section 212. Completely remove all temporary erosion control devices not required as part of the permanent erosion control from the construction site. Prior to removal, obtain the Engineer's concurrence of items to be removed. Grade the remaining exposed earth (both on and off the Right of-Way) as nearly as possible to its original condition, or as directed by the Engineer. Prepare the seed bed areas and sow all exposed earthen areas with the applicable seed mixture(s) according to Section 212.03.03.

Erosion Control  
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#### **IV. MEASUREMENT**

Contrary to Section 212.04 and 213.04, the Department will not measure Erosion Control items for separate payment, but shall be incidental to Pavement Removal, DGA, Leveling and Wedging, and JPC Pavement as applicable

KENTUCKY TRANSPORTATION CABINET  
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DIVISION OF RIGHT OF WAY & UTILITIESTC 62-226  
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## RIGHT OF WAY CERTIFICATION

<input checked="" type="checkbox"/> Original	<input type="checkbox"/> Re-Certification	RIGHT OF WAY CERTIFICATION	
ITEM #	COUNTY	PROJECT # (STATE)	PROJECT # (FEDERAL)
5-2084.00.00	Franklin		STP 1271 (119)
PROJECT DESCRIPTION			
Repair and Diamond Grind on US127 from N end of Devils Hollow Rd Bridge extending north to south end of KY River Bridge			
<input checked="" type="checkbox"/> No Additional Right of Way Required			
Construction will be within the limits of the existing right of way. The right of way was acquired in accordance to FHWA regulations under the Uniform Relocation Assistance and Real Property Acquisitions Policy Act of 1970, as amended. No additional right of way or relocation assistance were required for this project.			
<input type="checkbox"/> Condition # 1 (Additional Right of Way Required and Cleared)			
All necessary right of way, including control of access rights when applicable, have been acquired including legal and physical possession. Trial or appeal of cases may be pending in court but legal possession has been obtained. There may be some improvements remaining on the right-of-way, but all occupants have vacated the lands and improvements, and KYTC has physical possession and the rights to remove, salvage, or demolish all improvements and enter on all land. Just Compensation has been paid or deposited with the court. All relocations have been relocated to decent, safe, and sanitary housing or that KYTC has made available to displaced persons adequate replacement housing in accordance with the provisions of the current FHWA directive.			
<input type="checkbox"/> Condition # 2 (Additional Right of Way Required with Exception)			
The right of way has not been fully acquired, the right to occupy and to use all rights-of-way required for the proper execution of the project has been acquired. Some parcels may be pending in court and on other parcels full legal possession has not been obtained, but right of entry has been obtained, the occupants of all lands and improvements have vacated, and KYTC has physical possession and right to remove, salvage, or demolish all improvements. Just Compensation has been paid or deposited with the court for most parcels. Just Compensation for all pending parcels will be paid or deposited with the court prior to AWARD of construction contract			
<input type="checkbox"/> Condition # 3 (Additional Right of Way Required with Exception)			
The acquisition or right of occupancy and use of a few remaining parcels are not complete and/or some parcels still have occupants. All remaining occupants have had replacement housing made available to them in accordance with 49 CFR 24.204. KYTC is hereby requesting authorization to advertise this project for bids and to proceed with bid letting even though the necessary right of way will not be fully acquired, and/or some occupants will not be relocated, and/or the just compensation will not be paid or deposited with the court for some parcels until after bid letting. KYTC will fully meet all the requirements outlined in 23 CFR 635.309(c)(3) and 49 CFR 24.102(j) and will expedite completion of all acquisitions, relocations, and full payments after bid letting and prior to AWARD of the construction contract or force account construction.			
Total Number of Parcels on Project	EXCEPTION (S) Parcel #	ANTICIPATED DATE OF POSSESSION WITH EXPLANATION	
Number of Parcels That Have Been Acquired			
Signed Deed			
Condemnation			
Signed ROE			
Notes/ Comments (Use Additional Sheet if necessary)			
LPA RW Project Manager		Right of Way Supervisor	
Printed Name		Printed Name	Tom Borker
Signature		Signature	<i>Tom Borker</i>
Date		Date	6-21-2016
Right of Way Director		FHWA	
Printed Name	DM Loy	Printed Name	
Signature	<i>DM Loy</i>	Signature	No Signature Required
Date	21 June 2016	Date	as per FHWA - KYTC
		2013 Stewardship Agreement	





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RIGHT OF WAY CERTIFICATION

<input checked="" type="checkbox"/> Original	<input type="checkbox"/> Re-Certification	<b>RIGHT OF WAY CERTIFICATION</b>	
<b>ITEM #</b>	<b>COUNTY</b>	<b>PROJECT # (STATE)</b>	<b>PROJECT # (FEDERAL)</b>
5-2083.00.00	Franklin		STP 7337 (001)
<b>PROJECT DESCRIPTION</b>			
Diamond Grind on KY 420 from 140 ft south of Elk Alley extending north to 170 feet south of US 127 (Wilkerson Blvd)			
<input checked="" type="checkbox"/> <b>No Additional Right of Way Required</b>			
Construction will be within the limits of the existing right of way. The right of way was acquired in accordance to FHWA regulations under the Uniform Relocation Assistance and Real Property Acquisitions Policy Act of 1970, as amended. No additional right of way or relocation assistance were required for this project.			
<input type="checkbox"/> <b>Condition # 1 (Additional Right of Way Required and Cleared)</b>			
All necessary right of way, including control of access rights when applicable, have been acquired including legal and physical possession. Trial or appeal of cases may be pending in court but legal possession has been obtained. There may be some improvements remaining on the right-of-way, but all occupants have vacated the lands and improvements, and KYTC has physical possession and the rights to remove, salvage, or demolish all improvements and enter on all land. Just Compensation has been paid or deposited with the court. All relocations have been relocated to decent, safe, and sanitary housing or that KYTC has made available to displaced persons adequate replacement housing in accordance with the provisions of the current FHWA directive.			
<input type="checkbox"/> <b>Condition # 2 (Additional Right of Way Required with Exception)</b>			
The right of way has not been fully acquired, the right to occupy and to use all rights-of-way required for the proper execution of the project has been acquired. Some parcels may be pending in court and on other parcels full legal possession has not been obtained, but right of entry has been obtained, the occupants of all lands and improvements have vacated, and KYTC has physical possession and right to remove, salvage, or demolish all improvements. Just Compensation has been paid or deposited with the court for most parcels. Just Compensation for all pending parcels will be paid or deposited with the court prior to AWARD of construction contract			
<input type="checkbox"/> <b>Condition # 3 (Additional Right of Way Required with Exception)</b>			
The acquisition or right of occupancy and use of a few remaining parcels are not complete and/or some parcels still have occupants. All remaining occupants have had replacement housing made available to them in accordance with 49 CFR 24.204. KYTC is hereby requesting authorization to advertise this project for bids and to proceed with bid letting even though the necessary right of way will not be fully acquired, and/or some occupants will not be relocated, and/or the just compensation will not be paid or deposited with the court for some parcels until after bid letting. KYTC will fully meet all the requirements outlined in 23 CFR 635.309(c)(3) and 49 CFR 24.102(j) and will expedite completion of all acquisitions, relocations, and full payments after bid letting and prior to AWARD of the construction contract or force account construction.			
<b>Total Number of Parcels on Project</b>	<b>EXCEPTION (S) Parcel #</b>	<b>ANTICIPATED DATE OF POSSESSION WITH EXPLANATION</b>	
<b>Number of Parcels That Have Been Acquired</b>			
<b>Signed Deed</b>			
<b>Condemnation</b>			
<b>Signed ROE</b>			
<b>Notes/ Comments (Use Additional Sheet if necessary)</b>			
<b>LPA RW Project Manager</b>		<b>Right of Way Supervisor</b>	
<b>Printed Name</b>		<b>Printed Name</b>	Tom Boykin
<b>Signature</b>		<b>Signature</b>	<i>Tom Boykin</i>
<b>Date</b>		<b>Date</b>	8/16/2016
<b>Right of Way Director</b>		<b>FHWA</b>	
<b>Printed Name</b>	DEAN LOY	<b>Printed Name</b>	No Signature Required
<b>Signature</b>	<i>Dean Loy</i>	<b>Signature</b>	as per FHWA - KYTC
<b>Date</b>	6/21/16	<b>Date</b>	2013 Stewardship Agreement

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## RIGHT OF WAY CERTIFICATION

<input checked="" type="checkbox"/> Original	<input type="checkbox"/> Re-Certification	<b>RIGHT OF WAY CERTIFICATION</b>	
<b>ITEM #</b>	<b>COUNTY</b>	<b>PROJECT # (STATE)</b>	<b>PROJECT # (FEDERAL)</b>
5-2082.00.00	Franklin		STP 4201 (084)
<b>PROJECT DESCRIPTION</b>			
Diamond Grind on US 421 from US 127 extending north to 700 ft north of Benson Avenue Connector			
<input checked="" type="checkbox"/> <b>No Additional Right of Way Required</b>			
Construction will be within the limits of the existing right of way. The right of way was acquired in accordance to FHWA regulations under the Uniform Relocation Assistance and Real Property Acquisitions Policy Act of 1970, as amended. No additional right of way or relocation assistance were required for this project.			
<input type="checkbox"/> <b>Condition # 1 (Additional Right of Way Required and Cleared)</b>			
All necessary right of way, including control of access rights when applicable, have been acquired including legal and physical possession. Trial or appeal of cases may be pending in court but legal possession has been obtained. There may be some improvements remaining on the right-of-way, but all occupants have vacated the lands and improvements, and KYTC has physical possession and the rights to remove, salvage, or demolish all improvements and enter on all land. Just Compensation has been paid or deposited with the court. All relocations have been relocated to decent, safe, and sanitary housing or that KYTC has made available to displaced persons adequate replacement housing in accordance with the provisions of the current FHWA directive.			
<input type="checkbox"/> <b>Condition # 2 (Additional Right of Way Required with Exception)</b>			
The right of way has not been fully acquired, the right to occupy and to use all rights-of-way required for the proper execution of the project has been acquired. Some parcels may be pending in court and on other parcels full legal possession has not been obtained, but right of entry has been obtained, the occupants of all lands and improvements have vacated, and KYTC has physical possession and right to remove, salvage, or demolish all improvements. Just Compensation has been paid or deposited with the court for most parcels. Just Compensation for all pending parcels will be paid or deposited with the court prior to AWARD of construction contract			
<input type="checkbox"/> <b>Condition # 3 (Additional Right of Way Required with Exception)</b>			
The acquisition or right of occupancy and use of a few remaining parcels are not complete and/or some parcels still have occupants. All remaining occupants have had replacement housing made available to them in accordance with 49 CFR 24.204. KYTC is hereby requesting authorization to advertise this project for bids and to proceed with bid letting even though the necessary right of way will not be fully acquired, and/or some occupants will not be relocated, and/or the just compensation will not be paid or deposited with the court for some parcels until after bid letting. KYTC will fully meet all the requirements outlined in 23 CFR 635.309(c)(3) and 49 CFR 24.102(j) and will expedite completion of all acquisitions, relocations, and full payments after bid letting and prior to AWARD of the construction contract or force account construction.			
<b>Total Number of Parcels on Project</b>		<b>EXCEPTION (S) Parcel #</b>	<b>ANTICIPATED DATE OF POSSESSION WITH EXPLANATION</b>
<b>Number of Parcels That Have Been Acquired</b>			
<b>Signed Deed</b>			
<b>Condemnation</b>			
<b>Signed ROE</b>			
<b>Notes/ Comments (Use Additional Sheet if necessary)</b>			
<b>LPA RW Project Manager</b>		<b>Right of Way Supervisor</b>	
<b>Printed Name</b>		<b>Printed Name</b>	Tom Boylston
<b>Signature</b>		<b>Signature</b>	Tom Boylston
<b>Date</b>		<b>Date</b>	6/16/2016
<b>Right of Way Director</b>		<b>FHWA</b>	
<b>Printed Name</b>	DEAN LOY	<b>Printed Name</b>	No Signature Required
<b>Signature</b>	Dean Loy	<b>Signature</b>	as per FHWA - KYTC
<b>Date</b>	6/21/16	<b>Date</b>	2013 Stewardship Agreement





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RIGHT OF WAY CERTIFICATION

<input checked="" type="checkbox"/> Original	<input type="checkbox"/> Re-Certification	<b>RIGHT OF WAY CERTIFICATION</b>	
<b>ITEM #</b>	<b>COUNTY</b>	<b>PROJECT # (STATE)</b>	<b>PROJECT # (FEDERAL)</b>
S-2081.00.00	Franklin		STP 7331 (002)
<b>PROJECT DESCRIPTION</b>			
Diamond Grind on KY 1211 from 0.123 mi north of Benson Valley Rd extending north to US 127			
<input checked="" type="checkbox"/> <b>No Additional Right of Way Required</b>			
Construction will be within the limits of the existing right of way. The right of way was acquired in accordance to FHWA regulations under the Uniform Relocation Assistance and Real Property Acquisitions Policy Act of 1970, as amended. No additional right of way or relocation assistance were required for this project.			
<input type="checkbox"/> <b>Condition # 1 (Additional Right of Way Required and Cleared)</b>			
All necessary right of way, including control of access rights when applicable, have been acquired including legal and physical possession. Trial or appeal of cases may be pending in court but legal possession has been obtained. There may be some improvements remaining on the right-of-way, but all occupants have vacated the lands and improvements, and KYTC has physical possession and the rights to remove, salvage, or demolish all improvements and enter on all land. Just Compensation has been paid or deposited with the court. All relocations have been relocated to decent, safe, and sanitary housing or that KYTC has made available to displaced persons adequate replacement housing in accordance with the provisions of the current FHWA directive.			
<input type="checkbox"/> <b>Condition # 2 (Additional Right of Way Required with Exception)</b>			
The right of way has not been fully acquired, the right to occupy and to use all rights-of-way required for the proper execution of the project has been acquired. Some parcels may be pending in court and on other parcels full legal possession has not been obtained, but right of entry has been obtained, the occupants of all lands and improvements have vacated, and KYTC has physical possession and right to remove, salvage, or demolish all improvements. Just Compensation has been paid or deposited with the court for most parcels. Just Compensation for all pending parcels will be paid or deposited with the court prior to AWARD of construction contract			
<input type="checkbox"/> <b>Condition # 3 (Additional Right of Way Required with Exception)</b>			
The acquisition or right of occupancy and use of a few remaining parcels are not complete and/or some parcels still have occupants. All remaining occupants have had replacement housing made available to them in accordance with 49 CFR 24.204. KYTC is hereby requesting authorization to advertise this project for bids and to proceed with bid letting even though the necessary right of way will not be fully acquired, and/or some occupants will not be relocated, and/or the just compensation will not be paid or deposited with the court for some parcels until after bid letting. KYTC will fully meet all the requirements outlined in 23 CFR 635.309(c)(3) and 49 CFR 24.102(j) and will expedite completion of all acquisitions, relocations, and full payments after bid letting and prior to AWARD of the construction contract or force account construction.			
Total Number of Parcels on Project	EXCEPTION (5) Parcel #	ANTICIPATED DATE OF POSSESSION WITH EXPLANATION	
Number of Parcels That Have Been Acquired			
Signed Deed			
Condemnation			
Signed ROE			
Notes/ Comments (Use Additional Sheet if necessary)			
<b>LPA RW Project Manager</b>		<b>Right of Way Supervisor</b>	
Printed Name		Printed Name	Tom Boykin
Signature		Signature	<i>[Signature]</i>
Date		Date	6/16/2016
<b>Right of Way Director</b>		<b>FHWA</b>	
Printed Name	DEAN LOY	Printed Name	
Signature	<i>[Signature]</i>	Signature	No Signature Required
Date	6/21/16	Date	as per FHWA - KYTC
		2013 Stewardship Agreement	

UTILITIES AND RAIL CERTIFICATION NOTE

FRANKLIN COUNTY, STP 1271 (119)  
REPAIR AND DIAMOND GRIND ON US 127 FROM NORTH END OF DEVILS  
HOLLOW ROAD BRIDGE EXTENDING NORTH TO SOUTH END OF KENTUCKY  
RIVER BRIDGE 5-2084.00

GENERAL PROJECT NOTE ON UTILITY PROTECTION

Utility coordination efforts determined that no significant utility relocation work is required to complete the project. Any work pertaining to these utility facilities is defined in the bid package and is to be carried out as instructed by the Kentucky Transportation Cabinet. The contractor will be responsible for any coordination or adjustments that are discussed or quantified in the proposal.

NOTE: DO NOT DISTURB THE FOLLOWING UTILITIES LOCATED WITHIN THE PROJECT DISTURB LIMITS

\*The Contractor is fully responsible for protection of all utilities\*

THE FOLLOWING COMPANIES ARE RELOCATING/ADJUSTING THEIR UTILITIES WITHIN THE PROJECT LIMITS AND WILL BE COMPLETE PRIOR TO CONSTRUCTION

None

THE FOLLOWING COMPANIES HAVE FACILITIES TO BE RELOCATED/ADJUSTED BY THE COMPANY OR THE COMPANY’S SUBCONTRACTOR AND IS TO BE COORDINATED WITH THE ROAD CONTRACT

None

THE FOLLOWING COMPANIES HAVE FACILITIES TO BE RELOCATED/ADJUSTED BY THE ROAD CONTRACTOR AS INCLUDED IN THIS CONTRACT

None

THE FOLLOWING RAIL COMPANIES HAVE FACILITIES IN CONJUNCTION WITH THIS PROJECT AS NOTED

☒ No Rail Involved      ☐ Minimal Rail Involved (See Below)      ☐ Rail Involved (See Below)

## UTILITIES AND RAIL CERTIFICATION NOTE

**FRANKLIN COUNTY, STP 1271 (119)  
REPAIR AND DIAMOND GRIND ON US 127 FROM NORTH END OF DEVILS  
HOLLOW ROAD BRIDGE EXTENDING NORTH TO SOUTH END OF KENTUCKY  
RIVER BRIDGE 5-2084.00**

### **UNDERGROUND FACILITY DAMAGE PROTECTION – BEFORE YOU DIG**

The contractor shall make every effort to protect underground facilities from damage as prescribed in the Underground Facility Damage Protection Act of 1994, Kentucky Revised Statute KRS 367.4901 to 367.4917. It is the contractor's responsibility to determine and take steps necessary to be in compliance with federal and state damage prevention directives. The contractor is instructed to contact KY 811 for the location of existing underground utilities. Contact shall be made a minimum of two (2) and no more than ten (10) business days prior to excavation.

The contractor shall submit Excavation Locate Requests to the Kentucky Contact Center (KY 811) via web ticket entry. The submission of this request does not relieve the contractor from the responsibility of contacting non-member facility owners, whom are to be contacted through their individual Protection Notification Center. It may be necessary for the contractor to contact the County Court Clerk to determine what utility companies have facilities in the area. Non-compliance with these directives can result in the enforcement of penalties.

### **SPECIAL CAUTION NOTE – PROTECTION OF UTILITIES**

The contractor will be responsible for contacting all utility facility owners on the subject project to coordinate his activities. The contractor will coordinate his activities to minimize and, where possible, avoid conflicts with utility facilities. Due to the nature of the work proposed, it is unlikely to conflict with the existing utilities beyond minor facility adjustments. Where conflicts with utility facilities are unavoidable, the contractor will coordinate any necessary relocation work with the facility owner and Resident Engineer. The Kentucky Transportation Cabinet maintains the right to remove or alter portions of this contract if a utility conflict occurs.

The utility facilities as noted in the previous section(s) have been determined using data garnered by varied means and with varying degrees of accuracy: from the facility owners, a result of S.U.E., field inspections, and/or reviews of record drawings. The facilities defined may not be inclusive of all utilities in the project scope and are not Level A quality, unless specified as such. It is the contractor's responsibility to verify all utilities and their respective locations before excavating.

***Please Note: The information presented in this Utility Note is informational in nature and the information contained herein is not guaranteed.***

## UTILITIES AND RAIL CERTIFICATION NOTE

FRANKLIN COUNTY, STP 1271 (119)  
REPAIR AND DIAMOND GRIND ON US 127 FROM NORTH END OF DEVILS  
HOLLOW ROAD BRIDGE EXTENDING NORTH TO SOUTH END OF KENTUCKY  
RIVER BRIDGE 5-2084.00

### AREA UTILITIES CONTACT LIST

- |   |   |
|---|---|
| 1. AT&T KY<br>894 East Main Street, ext<br>Georgetown, KY 40324                                 | Frank Ambrose<br><a href="mailto:FA2207@ATT.com">FA2207@ATT.com</a><br>office (502)867-8240<br>cell (859)753-8377   |
| 2. Frankfort Plant Board - <b>Electric</b><br>P O Box 308<br>Frankfort, KY 40601                | Vent Foster<br>(502) 352-4402<br><a href="mailto:VFoster@FEWPB.com">VFoster@FEWPB.com</a><br>or<br>Jim Carter<br>(502)352-4401<br><a href="mailto:JCarter@FEWPB.com">JCarter@FEWPB.com</a>  |
| 3. Frankfort Plant Board - <b>CATV</b><br>P O Box 308<br>Frankfort, KY 40601                    | Shane Holt<br>(502) 352-4546<br><a href="mailto:SHolt@FEWPB.com">SHolt@FEWPB.com</a><br>and/or<br>Adam Hellard<br>(502) 352-4551<br><a href="mailto:AHellard@FEWPB.com">AHellard@FEWPB.com</a>                                    |
| 4. Frankfort Plant Board - <b>Water</b><br>P O Box 308<br>Frankfort, KY 40601<br>(502) 875-4501 | David Billings<br>(502) 352-4468<br><a href="mailto:DBillings@FEWPB.com">DBillings@FEWPB.com</a>  |
| 5. Frankfort Sewer Department<br>1200 Kentucky Ave.<br>Frankfort, KY 40601                      | William Scalf<br><a href="mailto:WScalf@Frankfort.ky.gov">WScalf@Frankfort.ky.gov</a><br>(502) 875-2448<br>Or<br>Bob Peterson<br><a href="mailto:BPeterson@Frankfort.ky.gov">BPeterson@Frankfort.ky.gov</a><br>Cell (502)229-6313 |

UTILITIES AND RAIL CERTIFICATION NOTE

FRANKLIN COUNTY, STP 1271 (119)  
REPAIR AND DIAMOND GRIND ON US 127 FROM NORTH END OF DEVILS  
HOLLOW ROAD BRIDGE EXTENDING NORTH TO SOUTH END OF KENTUCKY  
RIVER BRIDGE 5-2084.00

6.

Bluegrass Energy  
P O Box 990  
1201 Lexington Rd.  
Nicholasville, KY 40356

Jim Kendrick  
[jim.kendrick@bgenenergy.com](mailto:jim.kendrick@bgenenergy.com)  
859.885.2114  
859.806.5066
7.

Peaks Mill Water District  
7165 US Highway 127 N  
Frankfort, KY 40601

Dale Gatewood  
(502) 227-5740  
(502) 695-2641 – Maint. Office
8.

Farmdale Water District  
100 Highwood Drive  
Frankfort, KY 40601  
[FWD@fewpb.net](mailto:FWD@fewpb.net)

David Robinson or  
Clifford Toles  
(502) 223-3562  
Does not participate in BUD; call David  
Robinson for locate assistance.
9.

Columbia Gas of Kentucky, Inc.  
2001 Mercer Rd., PO Box 14241  
Lexington, KY 40512

David Lemons  
[DNLemons@NiSource.com](mailto:DNLemons@NiSource.com)  
cell – (859) 940-9210  
Office-(859) 288-0249  
or  
Bryan Slone  
[BKSlone@NiSource.com](mailto:BKSlone@NiSource.com)  
Office-(859)221-2185
10.

LG&E KU  
820 West Broadway  
Louisville, KY 40202  
LG&E Emergency Number (502) 589-1444  
KU Emergency Number 1-800-331-7370

Greg Geiser  
work: (502) 627-3708  
[Greg.Geiser@lge-ku.com](mailto:Greg.Geiser@lge-ku.com)
11.

Elkhorn Water District  
P.O.Box 67  
Frankfort, KY 40602

OR  
Dale Gatewood  
Jolene Parris (office manager)  
(502)695-4431

UTILITIES AND RAIL CERTIFICATION NOTE

FRANKLIN COUNTY, STP 1271 (119)  
REPAIR AND DIAMOND GRIND ON US 127 FROM NORTH END OF DEVILS  
HOLLOW ROAD BRIDGE EXTENDING NORTH TO SOUTH END OF KENTUCKY  
RIVER BRIDGE 5-2084.00

Telephone (502) 695-2641(maint. office)

12.

Atmos Energy  
105 Hudson Boulevard  
Shelbyville, KY 40065  
(502) 633-2831 ext. 104

Bernie Anderson  
cell: 502-321-8073  
[Bernie.Anderson@AtmosEnergy.com](mailto:Bernie.Anderson@AtmosEnergy.com)  
Ryne White  
270-929-1706  
[Ryne.white@atmosenergy.com](mailto:Ryne.white@atmosenergy.com)
13.

North Shelby Water  
North Shelby Water District  
P.O. Box 97, 4596 Bagdad Rd.  
Bagdad, KY 40003

Pete Hedges  
[PeteHedges@bellsouth.net](mailto:PeteHedges@bellsouth.net)  
(502) 747-8942
14.

Kentucky Data Link (KDL now Windstream)  
3701 Communications Way  
Evansville, IN 47715  
(Address envelopes ATTN LaDon Haley)

John McDowell  
[John.McDowell@windstream.com](mailto:John.McDowell@windstream.com)  
Office (606)329-6196  
Cell (606)369-3623  
Timothy Gibson (Fiber location/relocation)  
[Timothy.Gibson@Windstream.com](mailto:Timothy.Gibson@Windstream.com)  
(812) 454-6756  
Mark Ware  
[Mark.Ware@windstream.com](mailto:Mark.Ware@windstream.com)  
  
Lezlie Allison  
[Lezlie.Allison@Windstream.com](mailto:Lezlie.Allison@Windstream.com)  
**Send to all contacts**

Windstream Kentucky East, LLC
15.

East Kentucky Power Coop  
4775 Lexington Road  
Winchester, KY 40391  
  
P O Box 707  
Winchester, KY 40391

OR

OR

Garry Harvey  
[Garry.Harvey@EKPC.coop](mailto:Garry.Harvey@EKPC.coop)  
(859)745-9601  
Jason Witt  
[Jason.Witt@EKPC.coop](mailto:Jason.Witt@EKPC.coop)  
Cell: (859) 749-9110  
Office (859) 745-9596  
Barry Warner  
[Barry.Warner@EKPC.coop](mailto:Barry.Warner@EKPC.coop)



## UTILITIES AND RAIL CERTIFICATION NOTE

**FRANKLIN COUNTY, STP 1271 (119)  
REPAIR AND DIAMOND GRIND ON US 127 FROM NORTH END OF DEVILS  
HOLLOW ROAD BRIDGE EXTENDING NORTH TO SOUTH END OF KENTUCKY  
RIVER BRIDGE 5-2084.00**

(859)745-9304

- |  |   |
|--|---|
| <b>16.</b> Windstream Kentucky, Inc.<br>229 Lees Valley Road<br>Shepherdsville, KY 40165<br><b>OR</b><br>Barry Roberts<br>111 S. Main St.<br>Elizabethtown, KY 42071           | Roger Redford<br>cell – (502) 264-2053<br><a href="mailto:Roger.Redford@Windstream.com">Roger.Redford@Windstream.com</a><br>(502) 957-7127  |
| <b>17.</b> Insight Communications Company<br>4701 Commerce Crossings Dr.<br>Louisville, KY 40229<br><a href="mailto:Dwight.Barbour@TWCable.com">Dwight.Barbour@TWCable.com</a> | (270) 723-7358<br><br>Deno Barbour<br>Cell: (502) 664-7395<br>Office(502) 357-4376  |
| <b>18.</b> Sprint - Fiber Optics<br>11370 Enterprise Park Dr.<br>Sharonville, OH 45241   | Joe Thomas<br><a href="mailto:Joe.Thomas@Ericsson.com">Joe.Thomas@Ericsson.com</a><br>Office (513) 612-4204<br>Cell (937) 209-9754  |
| <b>19.</b> AT&T Legacy<br>7555 E. Pleasant Valley Rd. – Suite 140<br>Independence, OH 44131  | Mike Diederich<br><a href="mailto:MD4145@att.com">MD4145@att.com</a><br>Phone - (216) 750.0135<br>Cell - (216) 212-8556<br>Don Garr<br><a href="mailto:DRGarr@Hughes.net">DRGarr@Hughes.net</a><br>Cell: (502) 741-8374<br><b>Send to both contacts</b> |
| <b>20.</b> Kentucky American Water Company<br>2300 Richmond Rd<br>Lexington, KY 40502  | Wes Felts<br><a href="mailto:Jon.Felts@AMWater.com">Jon.Felts@AMWater.com</a><br>(859) 537-0762 cell<br>(859) 268-6360 office   |
| <b>21.</b> Shelby Energy Cooperative<br>P.O. Box 311, 620 Old Finchville Road<br>Shelbyville, KY 40065   | Jason Ginn<br><a href="mailto:Jason@ShelbyEnergy.com">Jason@ShelbyEnergy.com</a><br>cell: 502-643-2778  |

## UTILITIES AND RAIL CERTIFICATION NOTE

**FRANKLIN COUNTY, STP 1271 (119)  
REPAIR AND DIAMOND GRIND ON US 127 FROM NORTH END OF DEVILS  
HOLLOW ROAD BRIDGE EXTENDING NORTH TO SOUTH END OF KENTUCKY  
RIVER BRIDGE 5-2084.00**

(502) 633-4420

- 22.** Crown Castle Network Operations  
10170 Linn Station Road  
Suite 525  
Louisville, KY 40223  
(builds cell towers and leases space on them)

Brian Watkins  
[Brian.Watkins@CrownCastle.com](mailto:Brian.Watkins@CrownCastle.com)  
(502)318-1323  
Brandy Bowling (Brian's supervisor)  
[Brandy.Bowling@CrownCastle.com](mailto:Brandy.Bowling@CrownCastle.com)  
(502)318-1322  
Cindy Shaffer  
[Cynthia.Shaffer@CrownCastle.com](mailto:Cynthia.Shaffer@CrownCastle.com)  
(502) 318-1313

**Send Facility Map request only to:**  
Chris Gladstone  
[Chris.Gladstone@CrownCastle.com](mailto:Chris.Gladstone@CrownCastle.com)  
(502) 689-2162  
and  
Rebecca Gray  
[Rebecca.gray@crowncastle.com](mailto:Rebecca.gray@crowncastle.com)  
(502) 318-1313

UTILITIES AND RAIL CERTIFICATION NOTE

FRANKLIN COUNTY, STP 7337 (001)  
DIAMOND GRIND ON KY 420 FROM 140FT SOUTH OF ELK ALLEY  
EXTENDING NORTH TO 170 FT SOUTH OF US127  
5-2083.00

GENERAL PROJECT NOTE ON UTILITY PROTECTION

Utility coordination efforts determined that no significant utility relocation work is required to complete the project. Any work pertaining to these utility facilities is defined in the bid package and is to be carried out as instructed by the Kentucky Transportation Cabinet. The contractor will be responsible for any coordination or adjustments that are discussed or quantified in the proposal.

NOTE: DO NOT DISTURB THE FOLLOWING UTILITIES LOCATED WITHIN THE PROJECT DISTURB LIMITS

\*The Contractor is fully responsible for protection of all utilities\*

THE FOLLOWING COMPANIES ARE RELOCATING/ADJUSTING THEIR UTILITIES WITHIN THE PROJECT LIMITS AND WILL BE COMPLETE PRIOR TO CONSTRUCTION

None

THE FOLLOWING COMPANIES HAVE FACILITIES TO BE RELOCATED/ADJUSTED BY THE COMPANY OR THE COMPANY’S SUBCONTRACTOR AND IS TO BE COORDINATED WITH THE ROAD CONTRACT

None

THE FOLLOWING COMPANIES HAVE FACILITIES TO BE RELOCATED/ADJUSTED BY THE ROAD CONTRACTOR AS INCLUDED IN THIS CONTRACT

None

THE FOLLOWING RAIL COMPANIES HAVE FACILITIES IN CONJUNCTION WITH THIS PROJECT AS NOTED

☒ No Rail Involved      ☐ Minimal Rail Involved (See Below)      ☐ Rail Involved (See Below)

## UTILITIES AND RAIL CERTIFICATION NOTE

**FRANKLIN COUNTY, STP 7337 (001)  
DIAMOND GRIND ON KY 420 FROM 140FT SOUTH OF ELK ALLEY  
EXTENDING NORTH TO 170 FT SOUTH OF US127  
5-2083.00**

### **UNDERGROUND FACILITY DAMAGE PROTECTION – BEFORE YOU DIG**

The contractor shall make every effort to protect underground facilities from damage as prescribed in the Underground Facility Damage Protection Act of 1994, Kentucky Revised Statute KRS 367.4901 to 367.4917. It is the contractor's responsibility to determine and take steps necessary to be in compliance with federal and state damage prevention directives. The contractor is instructed to contact KY 811 for the location of existing underground utilities. Contact shall be made a minimum of two (2) and no more than ten (10) business days prior to excavation.

The contractor shall submit Excavation Locate Requests to the Kentucky Contact Center (KY 811) via web ticket entry. The submission of this request does not relieve the contractor from the responsibility of contacting non-member facility owners, whom are to be contacted through their individual Protection Notification Center. It may be necessary for the contractor to contact the County Court Clerk to determine what utility companies have facilities in the area. Non-compliance with these directives can result in the enforcement of penalties.

### **SPECIAL CAUTION NOTE – PROTECTION OF UTILITIES**

The contractor will be responsible for contacting all utility facility owners on the subject project to coordinate his activities. The contractor will coordinate his activities to minimize and, where possible, avoid conflicts with utility facilities. Due to the nature of the work proposed, it is unlikely to conflict with the existing utilities beyond minor facility adjustments. Where conflicts with utility facilities are unavoidable, the contractor will coordinate any necessary relocation work with the facility owner and Resident Engineer. The Kentucky Transportation Cabinet maintains the right to remove or alter portions of this contract if a utility conflict occurs.

The utility facilities as noted in the previous section(s) have been determined using data garnered by varied means and with varying degrees of accuracy: from the facility owners, a result of S.U.E., field inspections, and/or reviews of record drawings. The facilities defined may not be inclusive of all utilities in the project scope and are not Level A quality, unless specified as such. It is the contractor's responsibility to verify all utilities and their respective locations before excavating.

***Please Note: The information presented in this Utility Note is informational in nature and the information contained herein is not guaranteed.***

## UTILITIES AND RAIL CERTIFICATION NOTE

**FRANKLIN COUNTY, STP 7337 (001)**  
**DIAMOND GRIND ON KY 420 FROM 140FT SOUTH OF ELK ALLEY**  
**EXTENDING NORTH TO 170 FT SOUTH OF US127**  
**5-2083.00**

### AREA UTILITIES CONTACT LIST

- 1.**     AT&T KY  
         894 East Main Street, ext  
         Georgetown, KY 40324

Frank Ambrose  
[FA2207@ATT.com](mailto:FA2207@ATT.com)  
office (502)867-8240  
cell (859)753-8377
- 2.**     Frankfort Plant Board - **Electric**  
         P O Box 308  
         Frankfort, KY 40601

Vent Foster  
(502) 352-4402  
[VFoster@FEWPB.com](mailto:VFoster@FEWPB.com)  
or  
Jim Carter  
(502)352-4401  
[JCarter@FEWPB.com](mailto:JCarter@FEWPB.com)
- 3.**     Frankfort Plant Board - **CATV**  
         P O Box 308  
         Frankfort, KY 40601

Shane Holt  
(502) 352-4546  
[SHolt@FEWPB.com](mailto:SHolt@FEWPB.com)  
and/or  
Adam Hellard  
(502) 352-4551  
[AHellard@FEWPB.com](mailto:AHellard@FEWPB.com)
- 4.**     Frankfort Plant Board - **Water**  
         P O Box 308  
         Frankfort, KY 40601  
         (502) 875-4501

David Billings  
(502) 352-4468  
[DBillings@FEWPB.com](mailto:DBillings@FEWPB.com)
- 5.**     Frankfort Sewer Department  
         1200 Kentucky Ave.  
         Frankfort, KY 40601

William Scalf  
[WScalf@Frankfort.ky.gov](mailto:WScalf@Frankfort.ky.gov)  
(502) 875-2448  
Or  
Bob Peterson  
[BPeterson@Frankfort.ky.gov](mailto:BPeterson@Frankfort.ky.gov)  
Cell (502)229-6313

## UTILITIES AND RAIL CERTIFICATION NOTE

**FRANKLIN COUNTY, STP 7337 (001)**  
**DIAMOND GRIND ON KY 420 FROM 140FT SOUTH OF ELK ALLEY**  
**EXTENDING NORTH TO 170 FT SOUTH OF US127**  
**5-2083.00**

- |            |  |   |
|------------|--|---|
| <b>6.</b>  | Bluegrass Energy<br>P O Box 990<br>1201 Lexington Rd.<br>Nicholasville, KY 40356   | Jim Kendrick<br><a href="mailto:jim.kendrick@bgenergy.com">jim.kendrick@bgenergy.com</a><br>859.885.2114<br>859.806.5066  |
| <b>7.</b>  | Peaks Mill Water District<br>7165 US Highway 127 N<br>Frankfort, KY 40601  | Dale Gatewood<br>(502) 227-5740<br>(502) 695-2641 – Maint. Office   |
| <b>8.</b>  | Farmdale Water District<br>100 Highwood Drive<br>Frankfort, KY 40601<br><a href="mailto:FWD@fewpb.net">FWD@fewpb.net</a>           | David Robinson or<br>Clifford Toles<br>(502) 223-3562<br>Does not participate in BUD; call David Robinson for locate assistance.  |
| <b>9.</b>  | Columbia Gas of Kentucky, Inc.<br>2001 Mercer Rd., PO Box 14241<br>Lexington, KY 40512   | David Lemons<br><a href="mailto:DNLemons@NiSource.com">DNLemons@NiSource.com</a><br>cell – (859) 940-9210<br>Office-(859) 288-0249<br>or<br>Bryan Slone<br><a href="mailto:BKSlone@NiSource.com">BKSlone@NiSource.com</a><br>Office-(859)221-2185 |
| <b>10.</b> | LG&E KU<br>820 West Broadway<br>Louisville, KY 40202<br>LG&E Emergency Number (502) 589-1444<br>KU Emergency Number 1-800-331-7370 | Greg Geiser<br>work: (502) 627-3708<br><a href="mailto:Greg.Geiser@lge-ku.com">Greg.Geiser@lge-ku.com</a>   |
| <b>11.</b> | Elkhorn Water District<br>P.O.Box 67<br>Frankfort, KY 40602<br>Telephone (502) 695-2641(maint. office)                             | OR<br>Dale Gatewood<br>Jolene Parris (office manager)<br>(502)695-4431  |

UTILITIES AND RAIL CERTIFICATION NOTE

FRANKLIN COUNTY, STP 7337 (001)  
DIAMOND GRIND ON KY 420 FROM 140FT SOUTH OF ELK ALLEY  
EXTENDING NORTH TO 170 FT SOUTH OF US127  
5-2083.00

12.

Atmos Energy  
105 Hudson Boulevard  
Shelbyville, KY 40065  
(502) 633-2831 ext. 104

Bernie Anderson  
cell: 502-321-8073  
[Bernie.Anderson@AtmosEnergy.com](mailto:Bernie.Anderson@AtmosEnergy.com)  
Ryne White  
270-929-1706  
[Ryne.white@atmosenergy.com](mailto:Ryne.white@atmosenergy.com)
13.

North Shelby Water  
North Shelby Water District  
P.O. Box 97, 4596 Bagdad Rd.  
Bagdad, KY 40003

Pete Hedges  
[PeteHedges@bellsouth.net](mailto:PeteHedges@bellsouth.net)  
(502) 747-8942
14.

Kentucky Data Link (KDL now Windstream)  
3701 Communications Way  
Evansville, IN 47715  
(Address envelopes ATTN LaDon Haley)

John McDowell  
[John.McDowell@windstream.com](mailto:John.McDowell@windstream.com)  
Office (606)329-6196  
Cell (606)369-3623  
Timothy Gibson (Fiber location/relocation)  
[Timothy.Gibson@Windstream.com](mailto:Timothy.Gibson@Windstream.com)  
(812) 454-6756  
Mark Ware  
Mark.Ware@windstream.com

Windstream Kentucky East, LLC

Lezlie Allison  
[Lezlie.Allison@Windstream.com](mailto:Lezlie.Allison@Windstream.com)  
Send to all contacts

15.

East Kentucky Power Coop  
4775 Lexington Road  
Winchester, KY 40391

OR

P O Box 707  
Winchester, KY 40391

OR

Garry Harvey  
[Garry.Harvey@EKPC.coop](mailto:Garry.Harvey@EKPC.coop)  
(859)745-9601  
Jason Witt  
[Jason.Witt@EKPC.coop](mailto:Jason.Witt@EKPC.coop)  
Cell: (859) 749-9110  
Office (859) 745-9596  
Barry Warner  
[Barry.Warner@EKPC.coop](mailto:Barry.Warner@EKPC.coop)  
(859)745-9304
- Page 5 of 7

Form Revised 5/18/2016

## UTILITIES AND RAIL CERTIFICATION NOTE

**FRANKLIN COUNTY, STP 7337 (001)**  
**DIAMOND GRIND ON KY 420 FROM 140FT SOUTH OF ELK ALLEY**  
**EXTENDING NORTH TO 170 FT SOUTH OF US127**  
**5-2083.00**

- |  |   |
|--|---|
| <b>16.</b> Windstream Kentucky, Inc.<br>229 Lees Valley Road<br>Shepherdsville, KY 40165<br><b>OR</b><br>Barry Roberts<br>111 S. Main St.<br>Elizabethtown, KY 42071           | Roger Redford<br>cell – (502) 264-2053<br><a href="mailto:Roger.Redford@Windstream.com">Roger.Redford@Windstream.com</a><br>(502) 957-7127<br><br>(270) 723-7358  |
| <b>17.</b> Insight Communications Company<br>4701 Commerce Crossings Dr.<br>Louisville, KY 40229<br><a href="mailto:Dwight.Barbour@TWCable.com">Dwight.Barbour@TWCable.com</a> | Deno Barbour<br>Cell: (502) 664-7395<br>Office (502) 357-4376   |
| <b>18.</b> Sprint - Fiber Optics<br>11370 Enterprise Park Dr.<br>Sharonville, OH 45241   | Joe Thomas<br><a href="mailto:Joe.Thomas@Ericsson.com">Joe.Thomas@Ericsson.com</a><br>Office (513) 612-4204<br>Cell (937) 209-9754  |
| <b>19.</b> AT&T Legacy<br>7555 E. Pleasant Valley Rd. – Suite 140<br>Independence, OH 44131  | Mike Diederich<br><a href="mailto:MD4145@att.com">MD4145@att.com</a><br>Phone - (216) 750.0135<br>Cell - (216) 212-8556<br>Don Garr<br><a href="mailto:DRGarr@Hughes.net">DRGarr@Hughes.net</a><br>Cell: (502) 741-8374<br><b>Send to both contacts</b> |
| <b>20.</b> Kentucky American Water Company<br>2300 Richmond Rd<br>Lexington, KY 40502  | Wes Felts<br><a href="mailto:Jon.Felts@AMWater.com">Jon.Felts@AMWater.com</a><br>(859) 537-0762 cell<br>(859) 268-6360 office   |
| <b>21.</b> Shelby Energy Cooperative<br>P.O. Box 311, 620 Old Finchville Road<br>Shelbyville, KY 40065<br>(502) 633-4420   | Jason Ginn<br><a href="mailto:Jason@ShelbyEnergy.com">Jason@ShelbyEnergy.com</a><br>cell: 502-643-2778  |



## UTILITIES AND RAIL CERTIFICATION NOTE

**FRANKLIN COUNTY, STP 7337 (001)**  
**DIAMOND GRIND ON KY 420 FROM 140FT SOUTH OF ELK ALLEY**  
**EXTENDING NORTH TO 170 FT SOUTH OF US127**  
**5-2083.00**

- 22.** Crown Castle Network Operations  
10170 Linn Station Road  
Suite 525  
Louisville, KY 40223  
(builds cell towers and leases space on them)

Brian Watkins  
[Brian.Watkins@CrownCastle.com](mailto:Brian.Watkins@CrownCastle.com)  
(502)318-1323  
Brandy Bowling (Brian's supervisor)  
[Brandy.Bowling@CrownCastle.com](mailto:Brandy.Bowling@CrownCastle.com)  
(502)318-1322  
Cindy Shaffer  
[Cynthia.Shaffer@CrownCastle.com](mailto:Cynthia.Shaffer@CrownCastle.com)  
(502) 318-1313

**Send Facility Map request only to:**  
Chris Gladstone  
[Chris.Gladstone@CrownCastle.com](mailto:Chris.Gladstone@CrownCastle.com)  
(502) 689-2162  
and  
Rebecca Gray  
[Rebecca.gray@crowncastle.com](mailto:Rebecca.gray@crowncastle.com)  
(502) 318-1313

UTILITIES AND RAIL CERTIFICATION NOTE

FRANKLIN COUNTY, STP 4201 (084)  
DIAMOND GRIND ON US 421 FROM US 127 EXTENDING NORTH  
TO 700 FT NORTH OF BENSON AVENUE CONNECTOR  
ITEM NUMBER 5-2082.00

GENERAL PROJECT NOTE ON UTILITY PROTECTION

Utility coordination efforts determined that no significant utility relocation work is required to complete the project. Any work pertaining to these utility facilities is defined in the bid package and is to be carried out as instructed by the Kentucky Transportation Cabinet. The contractor will be responsible for any coordination or adjustments that are discussed or quantified in the proposal.

NOTE: DO NOT DISTURB THE FOLLOWING UTILITIES LOCATED WITHIN THE PROJECT DISTURB LIMITS

\*The Contractor is fully responsible for protection of all utilities\*

THE FOLLOWING COMPANIES ARE RELOCATING/ADJUSTING THEIR UTILITIES WITHIN THE PROJECT LIMITS AND WILL BE COMPLETE PRIOR TO CONSTRUCTION

None

THE FOLLOWING COMPANIES HAVE FACILITIES TO BE RELOCATED/ADJUSTED BY THE COMPANY OR THE COMPANY’S SUBCONTRACTOR AND IS TO BE COORDINATED WITH THE ROAD CONTRACT

None

THE FOLLOWING COMPANIES HAVE FACILITIES TO BE RELOCATED/ADJUSTED BY THE ROAD CONTRACTOR AS INCLUDED IN THIS CONTRACT

None

THE FOLLOWING RAIL COMPANIES HAVE FACILITIES IN CONJUNCTION WITH THIS PROJECT AS NOTED

☒ No Rail Involved      ☐ Minimal Rail Involved (See Below)      ☐ Rail Involved (See Below)

## UTILITIES AND RAIL CERTIFICATION NOTE

**FRANKLIN COUNTY, STP 4201 (084)  
DIAMOND GRIND ON US 421 FROM US 127 EXTENDING NORTH  
TO 700 FT NORTH OF BENSON AVENUE CONNECTOR  
ITEM NUMBER 5-2082.00**

### **UNDERGROUND FACILITY DAMAGE PROTECTION – BEFORE YOU DIG**

The contractor shall make every effort to protect underground facilities from damage as prescribed in the Underground Facility Damage Protection Act of 1994, Kentucky Revised Statute KRS 367.4901 to 367.4917. It is the contractor's responsibility to determine and take steps necessary to be in compliance with federal and state damage prevention directives. The contractor is instructed to contact KY 811 for the location of existing underground utilities. Contact shall be made a minimum of two (2) and no more than ten (10) business days prior to excavation.

The contractor shall submit Excavation Locate Requests to the Kentucky Contact Center (KY 811) via web ticket entry. The submission of this request does not relieve the contractor from the responsibility of contacting non-member facility owners, whom are to be contacted through their individual Protection Notification Center. It may be necessary for the contractor to contact the County Court Clerk to determine what utility companies have facilities in the area. Non-compliance with these directives can result in the enforcement of penalties.

### **SPECIAL CAUTION NOTE – PROTECTION OF UTILITIES**

The contractor will be responsible for contacting all utility facility owners on the subject project to coordinate his activities. The contractor will coordinate his activities to minimize and, where possible, avoid conflicts with utility facilities. Due to the nature of the work proposed, it is unlikely to conflict with the existing utilities beyond minor facility adjustments. Where conflicts with utility facilities are unavoidable, the contractor will coordinate any necessary relocation work with the facility owner and Resident Engineer. The Kentucky Transportation Cabinet maintains the right to remove or alter portions of this contract if a utility conflict occurs.

The utility facilities as noted in the previous section(s) have been determined using data garnered by varied means and with varying degrees of accuracy: from the facility owners, a result of S.U.E., field inspections, and/or reviews of record drawings. The facilities defined may not be inclusive of all utilities in the project scope and are not Level A quality, unless specified as such. It is the contractor's responsibility to verify all utilities and their respective locations before excavating.

***Please Note: The information presented in this Utility Note is informational in nature and the information contained herein is not guaranteed.***

## UTILITIES AND RAIL CERTIFICATION NOTE

**FRANKLIN COUNTY, STP 4201 (084)  
DIAMOND GRIND ON US 421 FROM US 127 EXTENDING NORTH  
TO 700 FT NORTH OF BENSON AVENUE CONNECTOR  
ITEM NUMBER 5-2082.00**

### AREA UTILITIES CONTACT LIST

- 1.**     AT&T KY  
         894 East Main Street, ext  
         Georgetown, KY 40324

Frank Ambrose  
[FA2207@ATT.com](mailto:FA2207@ATT.com)  
office (502)867-8240  
cell (859)753-8377
- 2.**     Frankfort Plant Board - **Electric**  
         P O Box 308  
         Frankfort, KY 40601

Vent Foster  
(502) 352-4402  
[VFoster@FEWPB.com](mailto:VFoster@FEWPB.com)  
or  
Jim Carter  
(502)352-4401  
[JCarter@FEWPB.com](mailto:JCarter@FEWPB.com)
- 3.**     Frankfort Plant Board - **CATV**  
         P O Box 308  
         Frankfort, KY 40601

Shane Holt  
(502) 352-4546  
[SHolt@FEWPB.com](mailto:SHolt@FEWPB.com)  
and/or  
Adam Hellard  
(502) 352-4551  
[AHellard@FEWPB.com](mailto:AHellard@FEWPB.com)
- 4.**     Frankfort Plant Board - **Water**  
         P O Box 308  
         Frankfort, KY 40601  
         (502) 875-4501

David Billings  
(502) 352-4468  
[DBillings@FEWPB.com](mailto:DBillings@FEWPB.com)
- 5.**     Frankfort Sewer Department  
         1200 Kentucky Ave.  
         Frankfort, KY 40601

William Scalf  
[WScalf@Frankfort.ky.gov](mailto:WScalf@Frankfort.ky.gov)  
(502) 875-2448  
Or  
Bob Peterson  
[BPeterson@Frankfort.ky.gov](mailto:BPeterson@Frankfort.ky.gov)  
Cell (502)229-6313

## UTILITIES AND RAIL CERTIFICATION NOTE

**FRANKLIN COUNTY, STP 4201 (084)**  
**DIAMOND GRIND ON US 421 FROM US 127 EXTENDING NORTH**  
**TO 700 FT NORTH OF BENSON AVENUE CONNECTOR**  
**ITEM NUMBER 5-2082.00**

- |   |    |   |
|---|----|---|
| <b>6.</b> Bluegrass Energy<br>P O Box 990<br>1201 Lexington Rd.<br>Nicholasville, KY 40356  |    | Jim Kendrick<br><a href="mailto:jim.kendrick@bgenergy.com">jim.kendrick@bgenergy.com</a><br>859.885.2114<br>859.806.5066  |
| <b>7.</b> Peaks Mill Water District<br>7165 US Highway 127 N<br>Frankfort, KY 40601   |    | Dale Gatewood<br>(502) 227-5740<br>(502) 695-2641 – Maint. Office   |
| <b>8.</b> Farmdale Water District<br>100 Highwood Drive<br>Frankfort, KY 40601<br><a href="mailto:FWD@fewpb.net">FWD@fewpb.net</a>            |    | David Robinson or<br>Clifford Toles<br>(502) 223-3562<br>Does not participate in BUD; call David Robinson for locate assistance.  |
| <b>9.</b> Columbia Gas of Kentucky, Inc.<br>2001 Mercer Rd., PO Box 14241<br>Lexington, KY 40512  |    | David Lemons<br><a href="mailto:DNLemons@NiSource.com">DNLemons@NiSource.com</a><br>cell – (859) 940-9210<br>Office-(859) 288-0249<br><br>or<br><br>Bryan Slone<br><a href="mailto:BKSlone@NiSource.com">BKSlone@NiSource.com</a><br>Office-(859)221-2185 |
| <b>10.</b> LG&E KU<br>820 West Broadway<br>Louisville, KY 40202<br>LG&E Emergency Number (502) 589-1444<br>KU Emergency Number 1-800-331-7370 |    | Greg Geiser<br>work: (502) 627-3708<br><a href="mailto:Greg.Geiser@lge-ku.com">Greg.Geiser@lge-ku.com</a>   |
| <b>11.</b> Elkhorn Water District<br>P.O.Box 67<br>Frankfort, KY 40602<br>Telephone (502) 695-2641(maint. office)                             | OR | Dale Gatewood<br>Jolene Parris (office manager)<br>(502)695-4431  |

UTILITIES AND RAIL CERTIFICATION NOTE

FRANKLIN COUNTY, STP 4201 (084)  
DIAMOND GRIND ON US 421 FROM US 127 EXTENDING NORTH  
TO 700 FT NORTH OF BENSON AVENUE CONNECTOR  
ITEM NUMBER 5-2082.00

12.

Atmos Energy  
105 Hudson Boulevard  
Shelbyville, KY 40065  
(502) 633-2831 ext. 104

Bernie Anderson  
cell: 502-321-8073  
[Bernie.Anderson@AtmosEnergy.com](mailto:Bernie.Anderson@AtmosEnergy.com)  
Ryne White  
270-929-1706  
[Ryne.white@atmosenergy.com](mailto:Ryne.white@atmosenergy.com)
13.

North Shelby Water  
North Shelby Water District  
P.O. Box 97, 4596 Bagdad Rd.  
Bagdad, KY 40003

Pete Hedges  
[PeteHedges@bellsouth.net](mailto:PeteHedges@bellsouth.net)  
(502) 747-8942
14.

Kentucky Data Link (KDL now Windstream)  
3701 Communications Way  
Evansville, IN 47715  
(Address envelopes ATTN LaDon Haley)

John McDowell  
[John.McDowell@windstream.com](mailto:John.McDowell@windstream.com)  
Office (606)329-6196  
Cell (606)369-3623  
Timothy Gibson (Fiber location/relocation)  
[Timothy.Gibson@Windstream.com](mailto:Timothy.Gibson@Windstream.com)  
(812) 454-6756  
Mark Ware  
Mark.Ware@windstream.com

Windstream Kentucky East, LLC

Lezlie Allison  
[Lezlie.Allison@Windstream.com](mailto:Lezlie.Allison@Windstream.com)  
**Send to all contacts**
15.

East Kentucky Power Coop  
4775 Lexington Road  
Winchester, KY 40391

OR

P O Box 707  
Winchester, KY 40391

OR

Garry Harvey  
[Garry.Harvey@EKPC.coop](mailto:Garry.Harvey@EKPC.coop)  
(859)745-9601  
Jason Witt  
[Jason.Witt@EKPC.coop](mailto:Jason.Witt@EKPC.coop)  
Cell: (859) 749-9110  
Office (859) 745-9596  
Barry Warner  
[Barry.Warner@EKPC.coop](mailto:Barry.Warner@EKPC.coop)  
(859)745-9304

**FRANKLIN COUNTY, STP 4201 (084)**  
**DIAMOND GRIND ON US 421 FROM US 127 EXTENDING NORTH**  
**TO 700 FT NORTH OF BENSON AVENUE CONNECTOR**  
**ITEM NUMBER 5-2082.00**

- Form Revised 5/18/2016

## UTILITIES AND RAIL CERTIFICATION NOTE

**FRANKLIN COUNTY, STP 4201 (084)  
DIAMOND GRIND ON US 421 FROM US 127 EXTENDING NORTH  
TO 700 FT NORTH OF BENSON AVENUE CONNECTOR  
ITEM NUMBER 5-2082.00**

- 22.** Crown Castle Network Operations  
10170 Linn Station Road  
Suite 525  
Louisville, KY 40223  
(builds cell towers and leases space on them)

Brian Watkins  
[Brian.Watkins@CrownCastle.com](mailto:Brian.Watkins@CrownCastle.com)  
(502)318-1323  
Brandy Bowling (Brian's supervisor)  
[Brandy.Bowling@CrownCastle.com](mailto:Brandy.Bowling@CrownCastle.com)  
(502)318-1322  
Cindy Shaffer  
[Cynthia.Shaffer@CrownCastle.com](mailto:Cynthia.Shaffer@CrownCastle.com)  
(502) 318-1313

**Send Facility Map request only to:**  
Chris Gladstone  
[Chris.Gladstone@CrownCastle.com](mailto:Chris.Gladstone@CrownCastle.com)  
(502) 689-2162  
and  
Rebecca Gray  
[Rebecca.gray@crowncastle.com](mailto:Rebecca.gray@crowncastle.com)  
(502) 318-1313



UTILITIES AND RAIL CERTIFICATION NOTE

FRANKLIN COUNTY, STP 7331 (002)  
DIAMOND GRIND ON KY 1211 FROM 0.123 MI NORTH OF  
BENSON VALLEY RD EXTENDING NORTH TO US 127  
5-2081.00

GENERAL PROJECT NOTE ON UTILITY PROTECTION

Utility coordination efforts determined that no significant utility relocation work is required to complete the project. Any work pertaining to these utility facilities is defined in the bid package and is to be carried out as instructed by the Kentucky Transportation Cabinet. The contractor will be responsible for any coordination or adjustments that are discussed or quantified in the proposal.

NOTE: DO NOT DISTURB THE FOLLOWING UTILITIES LOCATED WITHIN THE PROJECT DISTURB LIMITS

\*The Contractor is fully responsible for protection of all utilities\*

THE FOLLOWING COMPANIES ARE RELOCATING/ADJUSTING THEIR UTILITIES WITHIN THE PROJECT LIMITS AND WILL BE COMPLETE PRIOR TO CONSTRUCTION

None

THE FOLLOWING COMPANIES HAVE FACILITIES TO BE RELOCATED/ADJUSTED BY THE COMPANY OR THE COMPANY’S SUBCONTRACTOR AND IS TO BE COORDINATED WITH THE ROAD CONTRACT

None

THE FOLLOWING COMPANIES HAVE FACILITIES TO BE RELOCATED/ADJUSTED BY THE ROAD CONTRACTOR AS INCLUDED IN THIS CONTRACT

None

THE FOLLOWING RAIL COMPANIES HAVE FACILITIES IN CONJUNCTION WITH THIS PROJECT AS NOTED

☒ No Rail Involved      ☐ Minimal Rail Involved (See Below)      ☐ Rail Involved (See Below)

## UTILITIES AND RAIL CERTIFICATION NOTE

**FRANKLIN COUNTY, STP 7331 (002)  
DIAMOND GRIND ON KY 1211 FROM 0.123 MI NORTH OF  
BENSON VALLEY RD EXTENDING NORTH TO US 127  
5-2081.00**

### **UNDERGROUND FACILITY DAMAGE PROTECTION – BEFORE YOU DIG**

The contractor shall make every effort to protect underground facilities from damage as prescribed in the Underground Facility Damage Protection Act of 1994, Kentucky Revised Statute KRS 367.4901 to 367.4917. It is the contractor's responsibility to determine and take steps necessary to be in compliance with federal and state damage prevention directives. The contractor is instructed to contact KY 811 for the location of existing underground utilities. Contact shall be made a minimum of two (2) and no more than ten (10) business days prior to excavation.

The contractor shall submit Excavation Locate Requests to the Kentucky Contact Center (KY 811) via web ticket entry. The submission of this request does not relieve the contractor from the responsibility of contacting non-member facility owners, whom are to be contacted through their individual Protection Notification Center. It may be necessary for the contractor to contact the County Court Clerk to determine what utility companies have facilities in the area. Non-compliance with these directives can result in the enforcement of penalties.

### **SPECIAL CAUTION NOTE – PROTECTION OF UTILITIES**

The contractor will be responsible for contacting all utility facility owners on the subject project to coordinate his activities. The contractor will coordinate his activities to minimize and, where possible, avoid conflicts with utility facilities. Due to the nature of the work proposed, it is unlikely to conflict with the existing utilities beyond minor facility adjustments. Where conflicts with utility facilities are unavoidable, the contractor will coordinate any necessary relocation work with the facility owner and Resident Engineer. The Kentucky Transportation Cabinet maintains the right to remove or alter portions of this contract if a utility conflict occurs.

The utility facilities as noted in the previous section(s) have been determined using data garnered by varied means and with varying degrees of accuracy: from the facility owners, a result of S.U.E., field inspections, and/or reviews of record drawings. The facilities defined may not be inclusive of all utilities in the project scope and are not Level A quality, unless specified as such. It is the contractor's responsibility to verify all utilities and their respective locations before excavating.

***Please Note: The information presented in this Utility Note is informational in nature and the information contained herein is not guaranteed.***

## UTILITIES AND RAIL CERTIFICATION NOTE

**FRANKLIN COUNTY, STP 7331 (002)**  
**DIAMOND GRIND ON KY 1211 FROM 0.123 MI NORTH OF**  
**BENSON VALLEY RD EXTENDING NORTH TO US 127**  
**5-2081.00**

### AREA UTILITIES CONTACT LIST

- 1.**     AT&T KY  
          894 East Main Street, ext  
          Georgetown, KY 40324

Frank Ambrose  
[FA2207@ATT.com](mailto:FA2207@ATT.com)  
office (502)867-8240  
cell (859)753-8377
- 2.**     Frankfort Plant Board - **Electric**  
          P O Box 308  
          Frankfort, KY 40601

Vent Foster  
(502) 352-4402  
[VFoster@FEWPB.com](mailto:VFoster@FEWPB.com)  
or  
Jim Carter  
(502)352-4401  
[JCarter@FEWPB.com](mailto:JCarter@FEWPB.com)
- 3.**     Frankfort Plant Board - **CATV**  
          P O Box 308  
          Frankfort, KY 40601

Shane Holt  
(502) 352-4546  
[SHolt@FEWPB.com](mailto:SHolt@FEWPB.com)  
and/or  
Adam Hellard  
(502) 352-4551  
[AHellard@FEWPB.com](mailto:AHellard@FEWPB.com)
- 4.**     Frankfort Plant Board - **Water**  
          P O Box 308  
          Frankfort, KY 40601  
          (502) 875-4501

David Billings  
(502) 352-4468  
[DBillings@FEWPB.com](mailto:DBillings@FEWPB.com)
- 5.**     Frankfort Sewer Department  
          1200 Kentucky Ave.  
          Frankfort, KY 40601

William Scalf  
[WScalf@Frankfort.ky.gov](mailto:WScalf@Frankfort.ky.gov)  
(502) 875-2448  
Or  
Bob Peterson  
[BPeterson@Frankfort.ky.gov](mailto:BPeterson@Frankfort.ky.gov)  
Cell (502)229-6313

UTILITIES AND RAIL CERTIFICATION NOTE

FRANKLIN COUNTY, STP 7331 (002)  
DIAMOND GRIND ON KY 1211 FROM 0.123 MI NORTH OF  
BENSON VALLEY RD EXTENDING NORTH TO US 127  
5-2081.00

- |     |  |   |
|-----|--|---|
| 6.  | Bluegrass Energy<br>P O Box 990<br>1201 Lexington Rd.<br>Nicholasville, KY 40356   | Jim Kendrick<br><a href="mailto:jim.kendrick@bgenergy.com">jim.kendrick@bgenergy.com</a><br>859.885.2114<br>859.806.5066  |
| 7.  | Peaks Mill Water District<br>7165 US Highway 127 N<br>Frankfort, KY 40601  | Dale Gatewood<br>(502) 227-5740<br>(502) 695-2641 – Maint. Office   |
| 8.  | Farmdale Water District<br>100 Highwood Drive<br>Frankfort, KY 40601<br><a href="mailto:FWD@fewpb.net">FWD@fewpb.net</a>           | David Robinson or<br>Clifford Toles<br>(502) 223-3562<br>Does not participate in BUD; call David Robinson for locate assistance.  |
| 9.  | Columbia Gas of Kentucky, Inc.<br>2001 Mercer Rd., PO Box 14241<br>Lexington, KY 40512   | David Lemons<br><a href="mailto:DNLemons@NiSource.com">DNLemons@NiSource.com</a><br>cell – (859) 940-9210<br>Office-(859) 288-0249<br>or<br>Bryan Slone<br><a href="mailto:BKSlone@NiSource.com">BKSlone@NiSource.com</a><br>Office-(859)221-2185 |
| 10. | LG&E KU<br>820 West Broadway<br>Louisville, KY 40202<br>LG&E Emergency Number (502) 589-1444<br>KU Emergency Number 1-800-331-7370 | Greg Geiser<br>work: (502) 627-3708<br><a href="mailto:Greg.Geiser@lge-ku.com">Greg.Geiser@lge-ku.com</a>   |
| 11. | Elkhorn Water District<br>P.O.Box 67<br>Frankfort, KY 40602<br>Telephone (502) 695-2641(maint. office)                             | OR<br>Dale Gatewood<br>Jolene Parris (office manager)<br>(502)695-4431  |

## UTILITIES AND RAIL CERTIFICATION NOTE

**FRANKLIN COUNTY, STP 7331 (002)**  
**DIAMOND GRIND ON KY 1211 FROM 0.123 MI NORTH OF**  
**BENSON VALLEY RD EXTENDING NORTH TO US 127**  
**5-2081.00**

- 12.** Atmos Energy  
105 Hudson Boulevard  
Shelbyville, KY 40065  
(502) 633-2831 ext. 104
- Bernie Anderson  
cell: 502-321-8073  
[Bernie.Anderson@AtmosEnergy.com](mailto:Bernie.Anderson@AtmosEnergy.com)  
Ryne White  
270-929-1706  
[Ryne.white@atmosenergy.com](mailto:Ryne.white@atmosenergy.com)
- 13.** North Shelby Water  
North Shelby Water District  
P.O. Box 97, 4596 Bagdad Rd.  
Bagdad, KY 40003
- Pete Hedges  
[PeteHedges@bellsouth.net](mailto:PeteHedges@bellsouth.net)  
(502) 747-8942
- 14.** Kentucky Data Link (KDL now Windstream)  
3701 Communications Way  
Evansville, IN 47715  
(Address envelopes ATTN LaDon Haley)
- John McDowell  
[John.McDowell@windstream.com](mailto:John.McDowell@windstream.com)  
Office (606)329-6196  
Cell (606)369-3623  
Timothy Gibson (Fiber location/relocation)  
[Timothy.Gibson@Windstream.com](mailto:Timothy.Gibson@Windstream.com)  
(812) 454-6756  
Mark Ware  
Mark.Ware@windstream.com
- Windstream Kentucky East, LLC
- Lezlie Allison  
[Lezlie.Allison@Windstream.com](mailto:Lezlie.Allison@Windstream.com)  
**Send to all contacts**
- 15.** East Kentucky Power Coop  
4775 Lexington Road  
Winchester, KY 40391
- OR
- P O Box 707  
Winchester, KY 40391
- OR
- Garry Harvey  
[Garry.Harvey@EKPC.coop](mailto:Garry.Harvey@EKPC.coop)  
(859)745-9601  
Jason Witt  
[Jason.Witt@EKPC.coop](mailto:Jason.Witt@EKPC.coop)  
Cell: (859) 749-9110  
Office (859) 745-9596  
Barry Warner  
[Barry.Warner@EKPC.coop](mailto:Barry.Warner@EKPC.coop)  
(859)745-9304

## UTILITIES AND RAIL CERTIFICATION NOTE

**FRANKLIN COUNTY, STP 7331 (002)**  
**DIAMOND GRIND ON KY 1211 FROM 0.123 MI NORTH OF**  
**BENSON VALLEY RD EXTENDING NORTH TO US 127**  
**5-2081.00**

16. Windstream Kentucky, Inc.  
229 Lees Valley Road  
Shepherdsville, KY 40165  
**OR**  
Barry Roberts  
111 S. Main St.  
Elizabethtown, KY 42071
- Roger Redford  
cell – (502) 264-2053  
[Roger.Redford@Windstream.com](mailto:Roger.Redford@Windstream.com)  
(502) 957-7127
- (270) 723-7358
17. Insight Communications Company  
4701 Commerce Crossings Dr.  
Louisville, KY 40229  
[Dwight.Barbour@TWCable.com](mailto:Dwight.Barbour@TWCable.com)
- Deno Barbour  
Cell: (502) 664-7395  
Office (502) 357-4376
18. Sprint - Fiber Optics  
11370 Enterprise Park Dr.  
Sharonville, OH 45241
- Joe Thomas  
[Joe.Thomas@Ericsson.com](mailto:Joe.Thomas@Ericsson.com)  
Office (513) 612-4204  
Cell (937) 209-9754
19. AT&T Legacy  
7555 E. Pleasant Valley Rd. – Suite 140  
Independence, OH 44131
- Mike Diederich  
[MD4145@att.com](mailto:MD4145@att.com)  
Phone - (216) 750.0135  
Cell - (216) 212-8556  
Don Garr  
[DRGarr@Hughes.net](mailto:DRGarr@Hughes.net)  
Cell: (502) 741-8374  
**Send to both contacts**
20. Kentucky American Water Company  
2300 Richmond Rd  
Lexington, KY 40502
- Wes Felts  
[Jon.Felts@AMWater.com](mailto:Jon.Felts@AMWater.com)  
(859) 537-0762 cell  
(859) 268-6360 office
21. Shelby Energy Cooperative  
P.O. Box 311, 620 Old Finchville Road  
Shelbyville, KY 40065  
(502) 633-4420
- Jason Ginn  
[Jason@ShelbyEnergy.com](mailto:Jason@ShelbyEnergy.com)  
cell: 502-643-2778

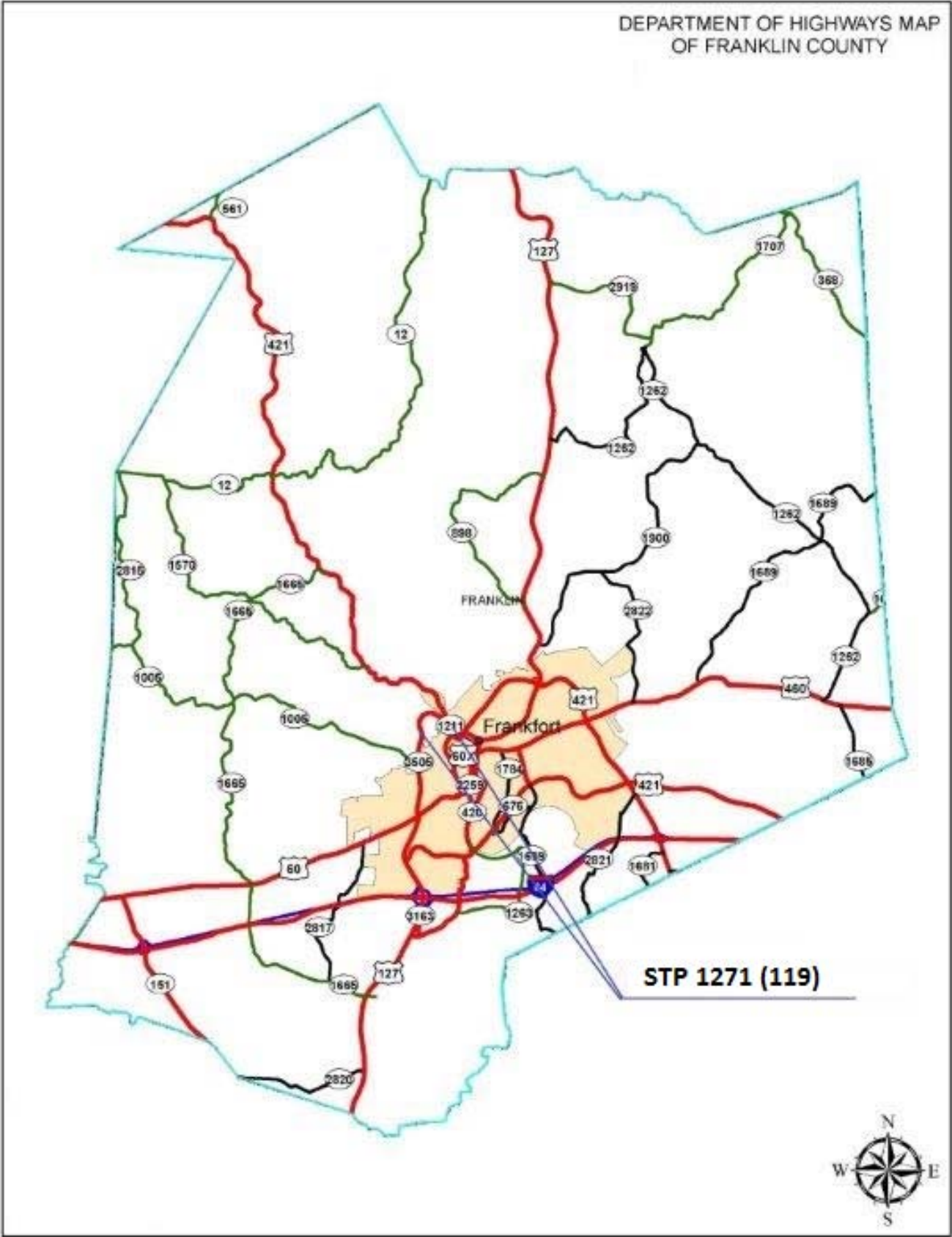
## UTILITIES AND RAIL CERTIFICATION NOTE

**FRANKLIN COUNTY, STP 7331 (002)  
DIAMOND GRIND ON KY 1211 FROM 0.123 MI NORTH OF  
BENSON VALLEY RD EXTENDING NORTH TO US 127  
5-2081.00**

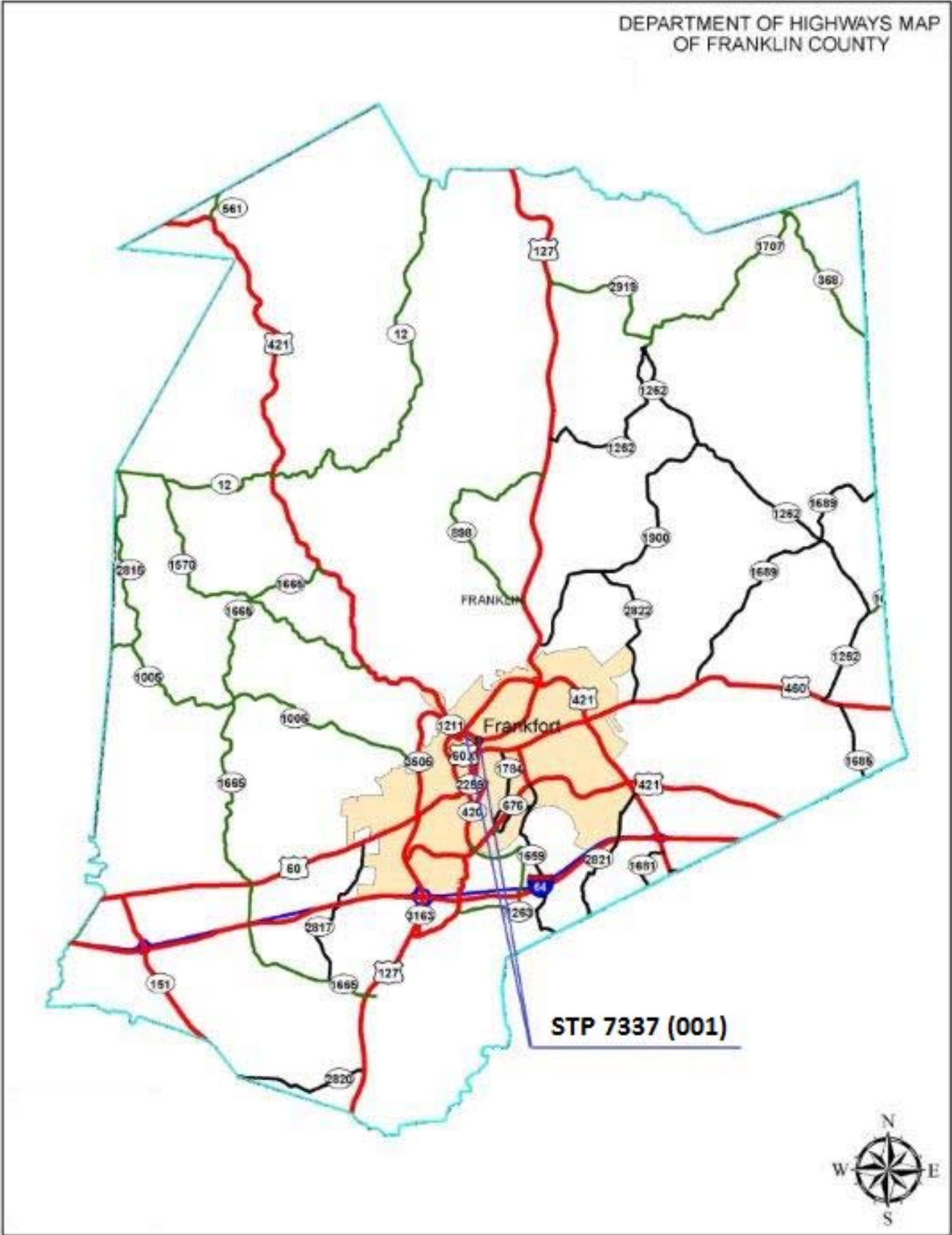
- 22.** Crown Castle Network Operations  
10170 Linn Station Road  
Suite 525  
Louisville, KY 40223  
(builds cell towers and leases space on them)

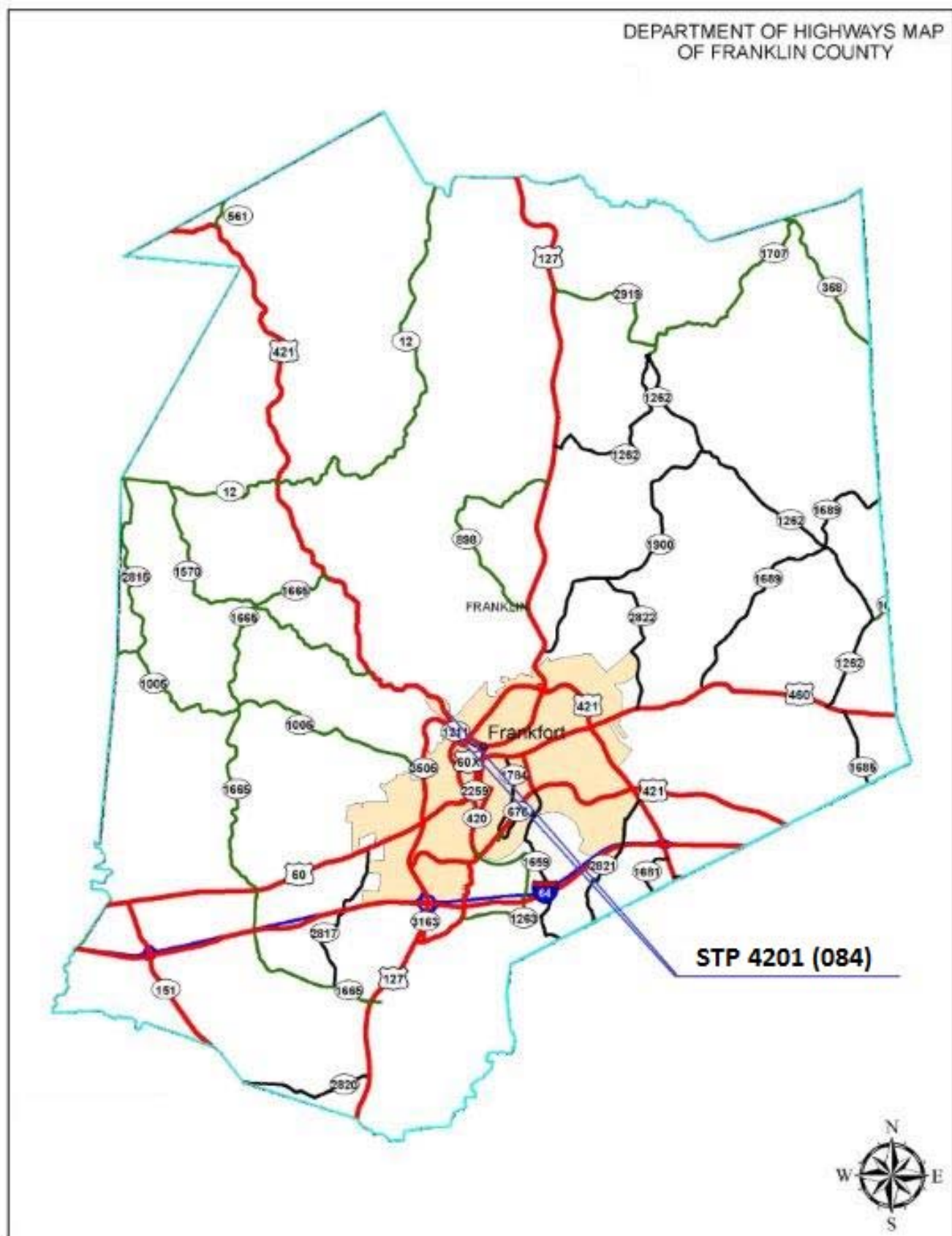
Brian Watkins  
[Brian.Watkins@CrownCastle.com](mailto:Brian.Watkins@CrownCastle.com)  
(502)318-1323  
Brandy Bowling (Brian's supervisor)  
[Brandy.Bowling@CrownCastle.com](mailto:Brandy.Bowling@CrownCastle.com)  
(502)318-1322  
Cindy Shaffer  
[Cynthia.Shaffer@CrownCastle.com](mailto:Cynthia.Shaffer@CrownCastle.com)  
(502) 318-1313

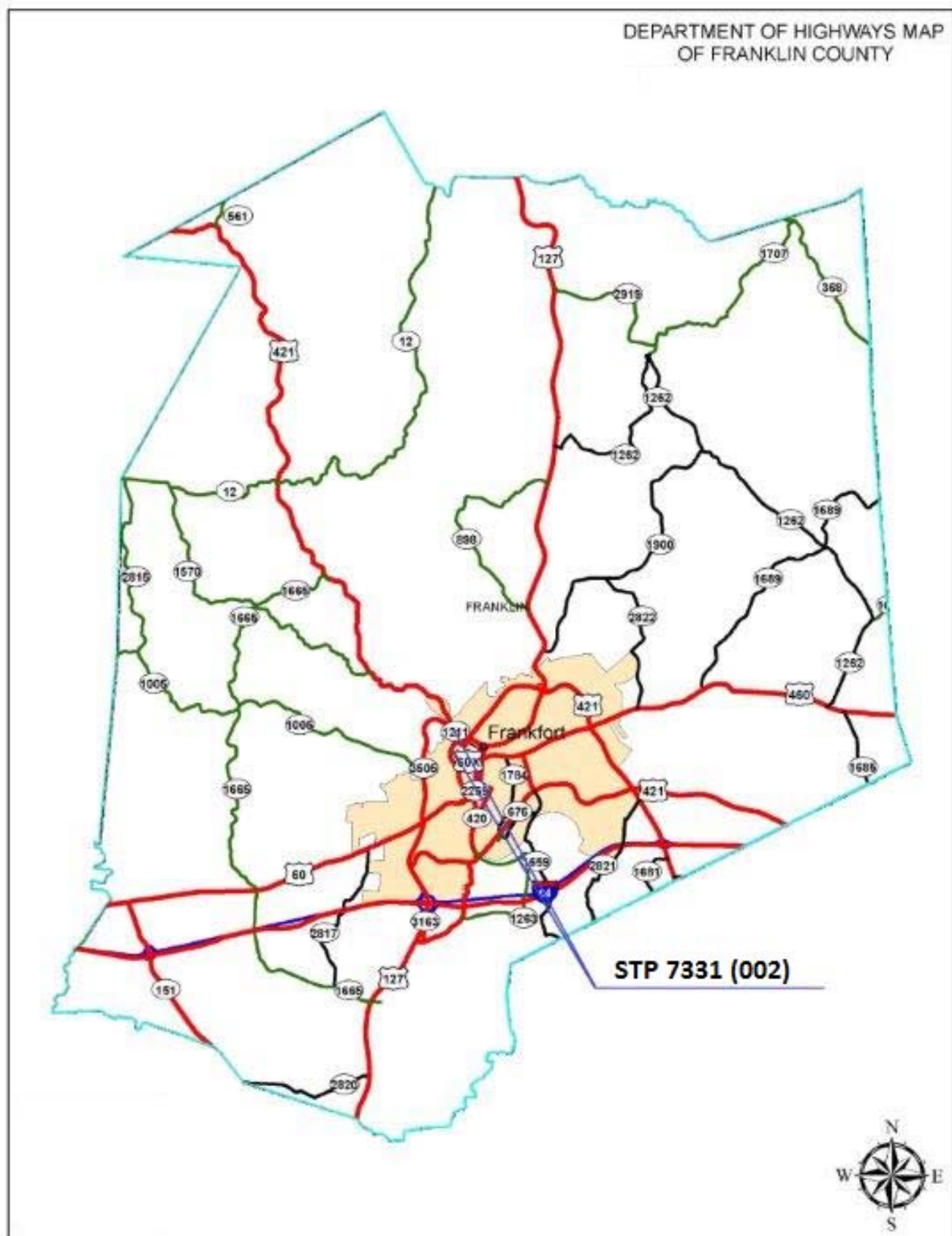
**Send Facility Map request only to:**  
Chris Gladstone  
[Chris.Gladstone@CrownCastle.com](mailto:Chris.Gladstone@CrownCastle.com)  
(502) 689-2162  
and  
Rebecca Gray  
[Rebecca.gray@crowncastle.com](mailto:Rebecca.gray@crowncastle.com)  
(502) 318-1313











MATERIAL SUMMARY

CONTRACT ID: 162270

037GR16P096-STP

MP03701271601

WEST FRANKFORT CONNECTOR (US 127) FROM NORTH END OF DEVILS HOLLOW ROAD BRIDGE  
EXTENDING NORTH TO SOUTH END OF KENTUCKY RIVER BRIDGE JPC PAVEMENT, A DISTANCE OF 1.63  
MILES.

Project Line No	Bid Code	DESCRIPTION	Quantity	Unit
0005	01484	CURB BOX INLET TYPE B-T	1.00	EACH
0010	01967	CONC MEDIAN BARRIER TYPE 12C	333.00	LF
0015	01987	DELINEATOR FOR GUARDRAIL BI DIRECTIONAL WHITE	19.00	EACH
0020	02060	PCC PAVEMENT DIAMOND GRINDING	58,430.00	SQYD
0025	02115	SAW-CLEAN-RESEAL TVERSE JOINT	20,355.00	LF
0030	02116	SAW-CLEAN-RESEAL LONGIT JOINT	20,355.00	LF
0035	02351	GUARDRAIL-STEEL W BEAM-S FACE	1,565.00	LF
0040	02360	GUARDRAIL TERMINAL SECTION NO 1	2.00	EACH
0045	02363	GUARDRAIL CONNECTOR TO BRIDGE END TY A	1.00	EACH
0050	02372	REMOVE GUARDRAIL CON TO BR END	2.00	EACH
0055	02381	REMOVE GUARDRAIL	1,565.00	LF
0060	02387	GUARDRAIL CONNECTOR TO BRIDGE END TY A-1	1.00	EACH
0065	02562	TEMPORARY SIGNS	450.00	SQFT
0070	02650	MAINTAIN & CONTROL TRAFFIC - (US 127 DIAMOND GRIND)	1.00	LS
0075	02671	PORTABLE CHANGEABLE MESSAGE SIGN	8.00	EACH
0080	02775	ARROW PANEL	2.00	EACH
0085	04793	CONDUIT-1 1/4 IN	20.00	LF
0090	04820	TRENCHING AND BACKFILLING	20.00	LF
0095	06510	PAVE STRIPING-TEMP PAINT-4 IN	20,500.00	LF
0100	06514	PAVE STRIPING-PERM PAINT-4 IN	47,000.00	LF
0105	06591	PAVEMENT MARKER TYPE V-BY	360.00	EACH
0110	06600	REMOVE PAVEMENT MARKER TYPE V	360.00	EACH
0115	21935EN	REMOVE CONC MEDIAN BARRIER	333.00	LF
0120	23251ES717	PAVE MARK TY 1 TAPE X-WALK-6 IN	800.00	LF
0125	23265ES717	PAVE MARK TY 1 TAPE STOP BAR-24 IN	224.00	LF
0130	23270ES717	PAVE MARK TY 1 TAPE-CURV ARROW	15.00	EACH
0135	23611NN	CONC MED BAR BOX INLET TY 12B1-50	1.00	EACH
0140	00001	DGA BASE	950.00	TON
0145	00003	CRUSHED STONE BASE	175.00	TON
0150	00100	ASPHALT SEAL AGGREGATE	6.00	TON
0155	00103	ASPHALT SEAL COAT	1.00	TON
0160	00339	CL3 ASPH SURF 0.38D PG64-22	350.00	TON
0165	02069	JPC PAVEMENT-10 IN	5,742.00	SQYD
0170	02083	JPC PAVEMENT-10 IN SHLD	375.00	SQYD
0175	02091	REMOVE PAVEMENT	6,117.00	SQYD
0180	02599	FABRIC-GEOTEXTILE TYPE IV	3,155.00	SQYD
0185	02726	STAKING	1.00	LS
0190	04894	PREFORMED LOOP/LEAD-IN	100.00	LF
0195	20361ES601	CONCRETE PATCHING REPAIR	350.00	CUYD
0200	20453ES835	PREFORMED QUADRAPOLE LOOPS	50.00	LF
0205	02569	DEMOBILIZATION	1.00	LS



MATERIAL SUMMARY

CONTRACT ID: 162270

037GR16P096-STP

MP03704201601

MERO STREET-CLINTON STREET (KY 420) FROM 140 FEET SOUTH OF ELK ALLEY EXTENDING NORTH TO 170 FEET SOUTH OF WILKINSON BOULEVARD-US 127 JPC PAVEMENT, A DISTANCE OF .3 MILES.

Project Line No	Bid Code	DESCRIPTION	Quantity	Unit
0005	02060	PCC PAVEMENT DIAMOND GRINDING	15,500.00	SQYD
0010	02069	JPC PAVEMENT-10 IN	300.00	SQYD
0015	02115	SAW-CLEAN-RESEAL TVERSE JOINT	8,570.00	LF
0020	02116	SAW-CLEAN-RESEAL LONGIT JOINT	8,570.00	LF
0025	02562	TEMPORARY SIGNS	320.00	SQFT
0030	02650	MAINTAIN & CONTROL TRAFFIC - (KY 420)	1.00	LS
0035	06510	PAVE STRIPING-TEMP PAINT-4 IN	4,383.00	LF
0040	06514	PAVE STRIPING-PERM PAINT-4 IN	8,766.00	LF
0045	23253ES717	PAVE MARK TY 1 TAPE CROSS HATCH	642.00	SQFT
0050	23255ES717	PAVE MARK TY 1 TAPE-STRAIGHT ARROW	3.00	EACH
0055	23256ES717	PAVE MARK TY 1 TAPE -ONLY	3.00	EACH
0060	23264ES717	PAVE MARK TY 1 TAPE X-WALK-12 IN	180.00	LF
0065	23265ES717	PAVE MARK TY 1 TAPE STOP BAR-24 IN	150.00	LF
0070	23269ES717	PAVE MARK TY 1 TAPE-COMBO ARROW	1.00	EACH
0075	23270ES717	PAVE MARK TY 1 TAPE-CURV ARROW	8.00	EACH
0080	02569	DEMOBILIZATION	1.00	LS

CONTRACT ID: 162270

037GR16P096-STP

MP03704211601

BALD KNOB ROAD (US 421) FROM US 127 EXTENDING NORTH TO 700 FEET NORTH OF BENSON AVENUE CONNECTOR JPC PAVEMENT, A DISTANCE OF .17 MILES.

Project Line No	Bid Code	DESCRIPTION	Quantity	Unit
0005	02060	PCC PAVEMENT DIAMOND GRINDING	4,500.00	SQYD
0010	02115	SAW-CLEAN-RESEAL TVERSE JOINT	2,912.00	LF
0015	02116	SAW-CLEAN-RESEAL LONGIT JOINT	2,912.00	LF
0020	02562	TEMPORARY SIGNS	160.00	SQFT
0025	02650	MAINTAIN & CONTROL TRAFFIC - (US 421)	1.00	LS
0030	06510	PAVE STRIPING-TEMP PAINT-4 IN	2,500.00	LF
0035	06514	PAVE STRIPING-PERM PAINT-4 IN	5,000.00	LF
0040	23265ES717	PAVE MARK TY 1 TAPE STOP BAR-24 IN	26.00	LF
0045	23270ES717	PAVE MARK TY 1 TAPE-CURV ARROW	4.00	EACH
0050	02569	DEMOBILIZATION	1.00	LS

MATERIAL SUMMARY

CONTRACT ID: 162270

037GR16P096-STP

MP03712111601

TAYLOR AVENUE (KY 1211) FROM 400 FEET NORTH OF BENSON CREEK BRIDGE EXTENDING NORTH TO US 127 JPC PAVEMENT, A DISTANCE OF .16 MILES.

Project Line No	Bid Code	DESCRIPTION	Quantity	Unit
0005	02060	PCC PAVEMENT DIAMOND GRINDING	3,420.00	SQYD
0010	02115	SAW-CLEAN-RESEAL TVERSE JOINT	2,472.00	LF
0015	02116	SAW-CLEAN-RESEAL LONGIT JOINT	2,472.00	LF
0020	02562	TEMPORARY SIGNS	80.00	SQFT
0025	02650	MAINTAIN & CONTROL TRAFFIC - (KY 1211)	1.00	LS
0030	06510	PAVE STRIPING-TEMP PAINT-4 IN	1,885.00	LF
0035	06514	PAVE STRIPING-PERM PAINT-4 IN	3,771.00	LF
0040	23265ES717	PAVE MARK TY 1 TAPE STOP BAR-24 IN	25.00	LF
0045	23270ES717	PAVE MARK TY 1 TAPE-CURV ARROW	2.00	EACH
0050	02569	DEMOBILIZATION	1.00	LS

FRANKLIN COUNTY    US 127    STP 1271 (119)

NEW GUARDRAIL							REMOVE GUARDRAIL				
LANE	END TREAT.	BEGIN MILEPOINT	END MILEPOINT	END TREAT.	LIN FEET	REMARKS	LANE	BEGIN MILEPOINT	END MILEPOINT	LIN FEET	REMARKS
NB	Conn. To Bridge End Type A-1	8.230	8.293	Tie to Existing	332.5		NB	8.230	8.293	332.5	Remove existing conn. to bridge end
SB	Conn. To Bridge End Type A	8.230	8.293	Tie to Existing	332.5		SB	8.230	8.293	332.5	Remove existing conn. to bridge end
SB	Term. Sect. No. 1	8.550	8.640	Term. Sect. No. 1	900.0		SB	8.550	8.640	900.0	

Totals

1565.0

1565.0

MPT.	INTERSECTION	X-WALKS 6 INCH LF	STP BARS 24 INCH LF	CURVE EA	ARROWS STR EA	COMB EA	"ONLY" EA	CATRAXX 6 INCH LF	"R " 6 FOOT EA	RAILROAD CROSS BUCK 16" LF	NOTES
7.247	KY 1005/RIVER BEND	600	124	9							
8.542	US 421/KY 1211	200	100	6							
TOTAL		800	224	15							



**FULL DEPTH CONCRETE  
LOCATIONS  
FRANKLIN COUNTY  
STP 1271 (119)  
US 127**

Full depth concrete repairs are anticipated to be used on US 127 at MP 8.230-8.296, as well as at the bridge ends over the KY river along with the intersection with KY 1211. They are also anticipated on KY 420 under the Capital Plaza to replace broken and faulted slabs.



**\*NOTE: "NO PARK" 12 INCH TO BE PAID FOR USING PAVE MARK TYPE 1 X-WALK-12 INCH BID ITEM**

MPT.	INTERSECTION	CROSS HATCH		"NO PARK"		STP BARS		ARROWS				"ONLY"		CATRAXX		"R" 6 FOOT		RAILROAD		NOTES
		12 INCH	LF	12 INCH	LF	24 INCH	LF	CURVE	EA	STR	EA	EA	EA	6 INCH	LF	EA	EA	EA		
4.560	KY420/ST CLAIR	150				50		2											EAST	
4.732	KY420/WILKINSON			180				1											EAST	
4.471	KY420/ANN	180																	WEST	
4.500-4.700	ST CLAIR TO WILKINSON	312				100		5	3	1		3							WEST	
				</																

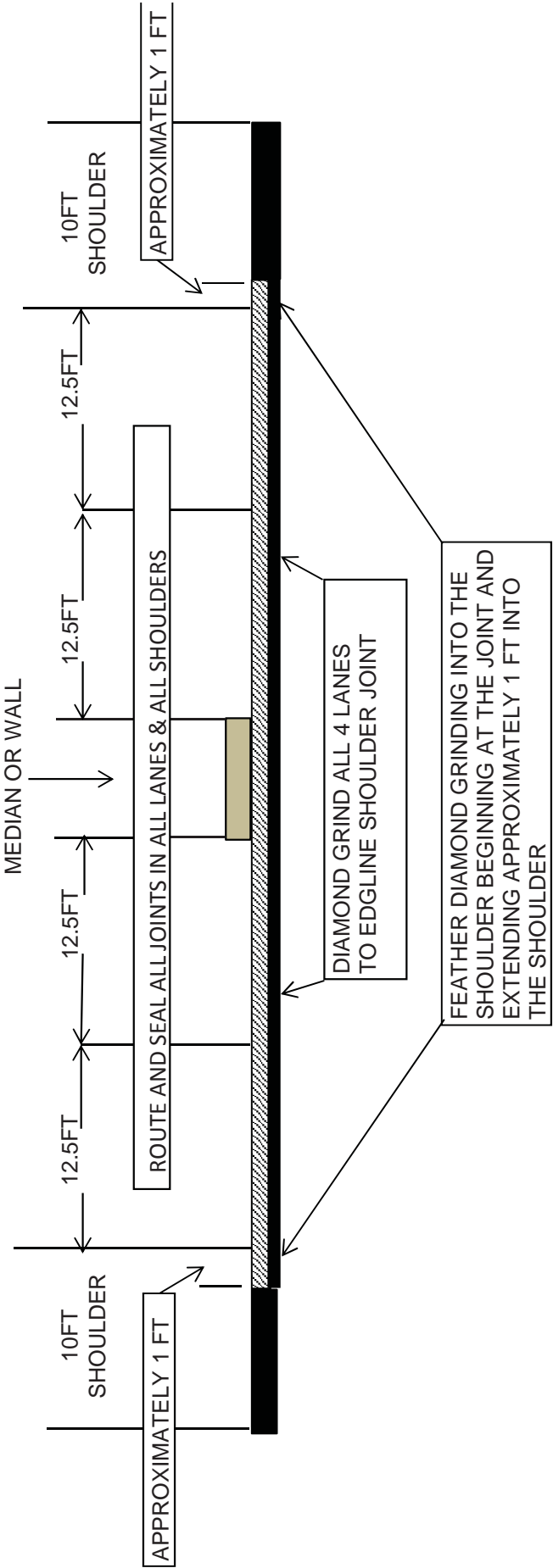
MPT.	INTERSECTION	X-WALKS 6 INCH LF	STP BARS 24 INCH LF	CURVE EA	ARROWS STR EA	COMB EA	"ONLY" EA	CATRAXX 6 INCH LF	"R" 6 FOOT EA	RAILROAD CROSS BUCK 16" LF	NOTES
4.523	US 127		26	4							
TOTAL			26	4							

[illegible]

TOTAL

TYPICAL SECTION

FRANKLIN CO.  
STP 1271 (119)  
US127  
MP 7.114 TO MP 8.742

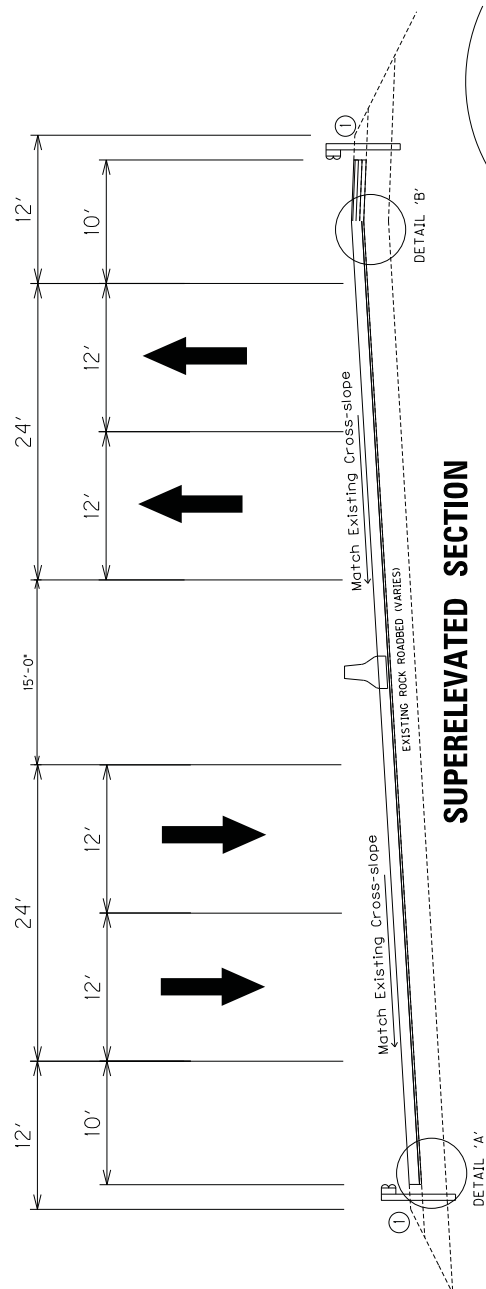


96-STP	ITEM NO.	
	COUNTY OF	FRANKLIN

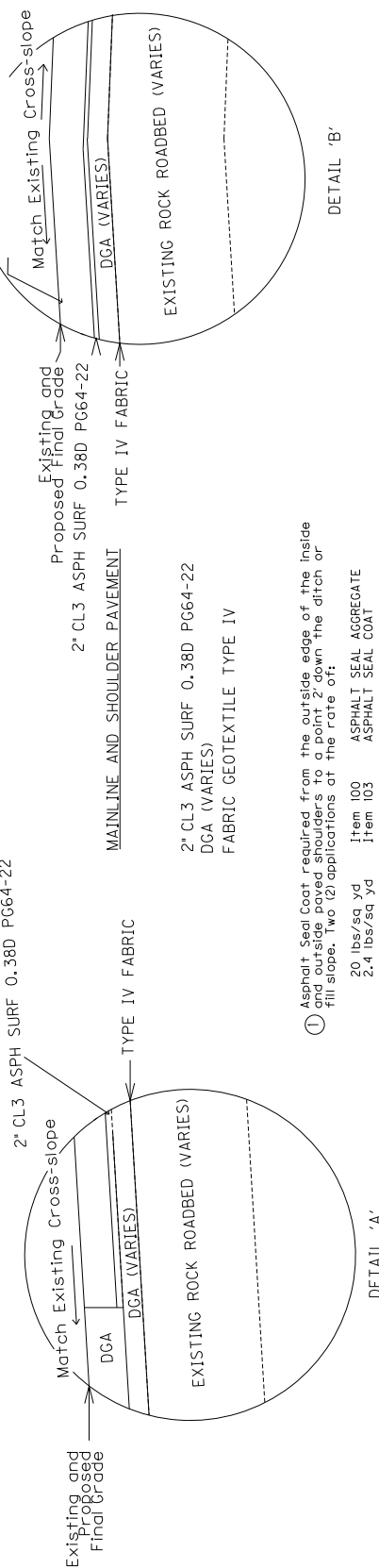
**TYPICAL SECTION**  
**STP 1271 (119)**  
**FULL DEPTH REPAIR**  
**MP 8.230 – 8.296**

NORTHBOUND

SOUTHBOUND



## SUPERELEVATED SECTION



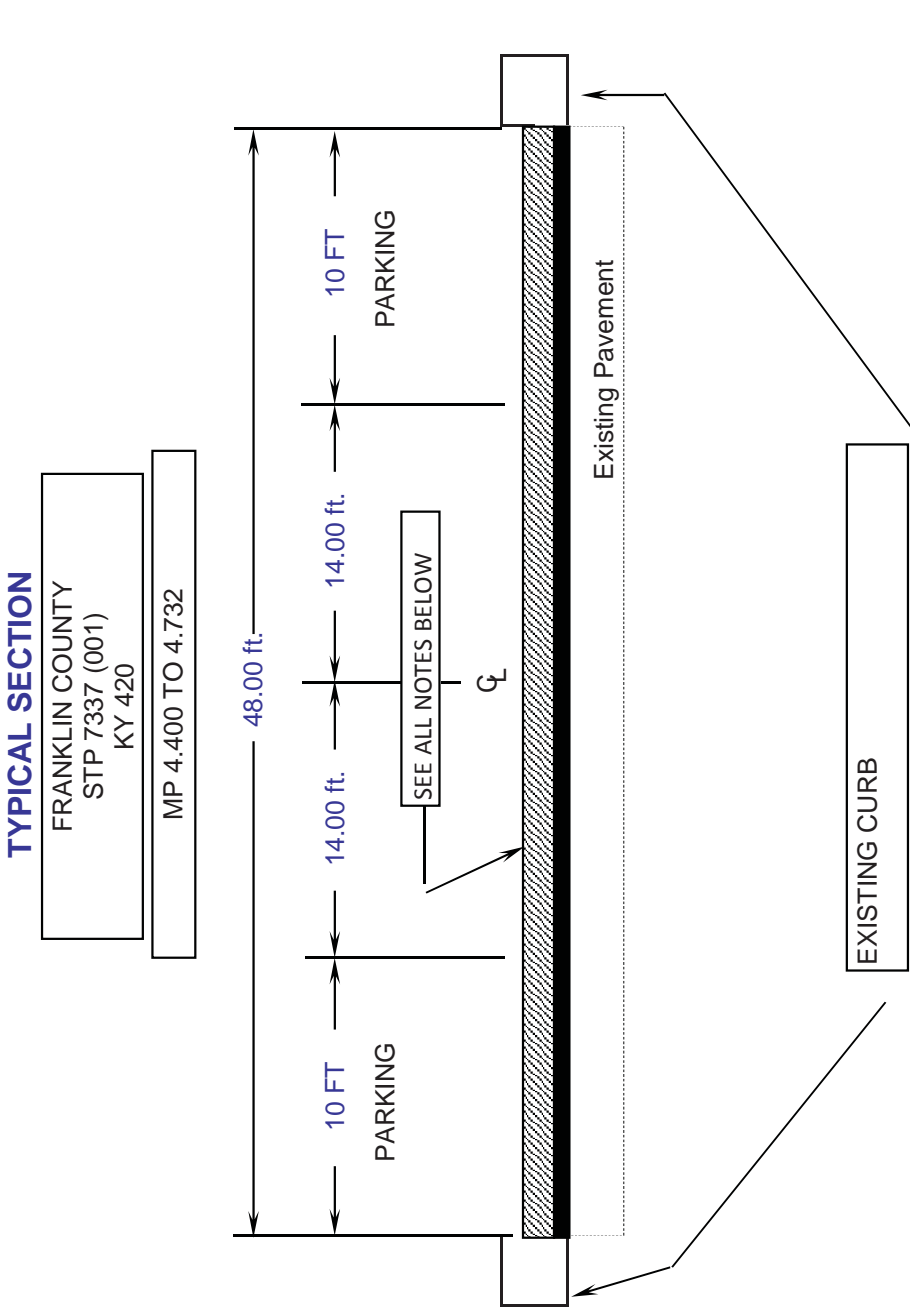
① Asphalt Seal Coat required from the outside edge of the inside and outside paved shoulders to a point 2' down the ditch or fill slope. Two (2) applications at the rate of:

Item	20 lbs/sq yd	100	ASPHALT SEAL	AGGREGATE
Item	2.4 lbs/sq yd	103	ASPHALT SEAL COAT	

NOT TO SCALE

US 127

TYPICAL SECTIONS

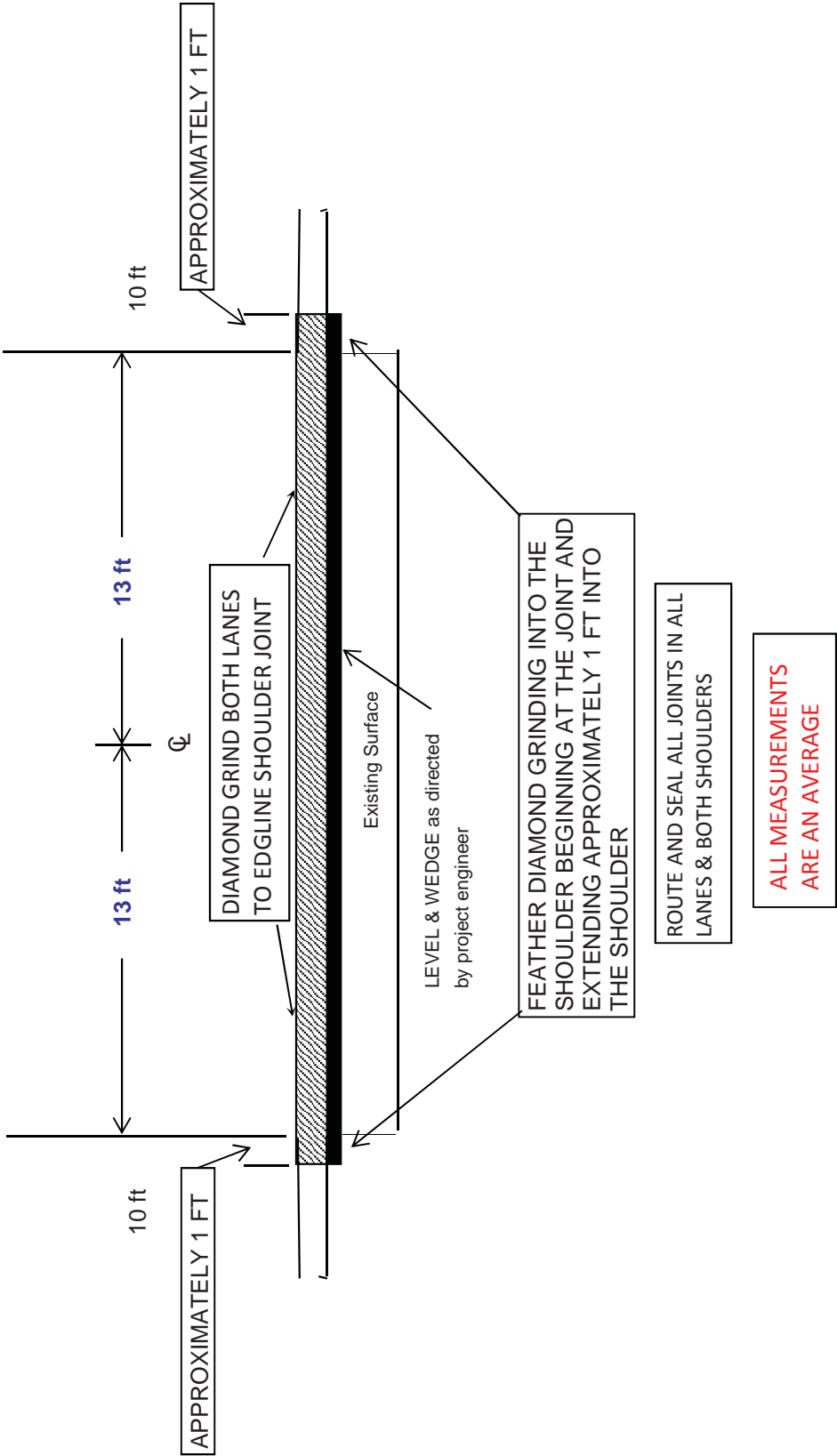


ALL MEASUREMENTS ARE AN AVERAGE  
1)DIAMOND GRIND ALL DRIVING LANES AND SHOULDERS/PARKING LANES FROM GUTTER LINE TO GUTTER LINE  
2)ROUTE AND SEAL ALL JOINTS FROM CURB TO CURB



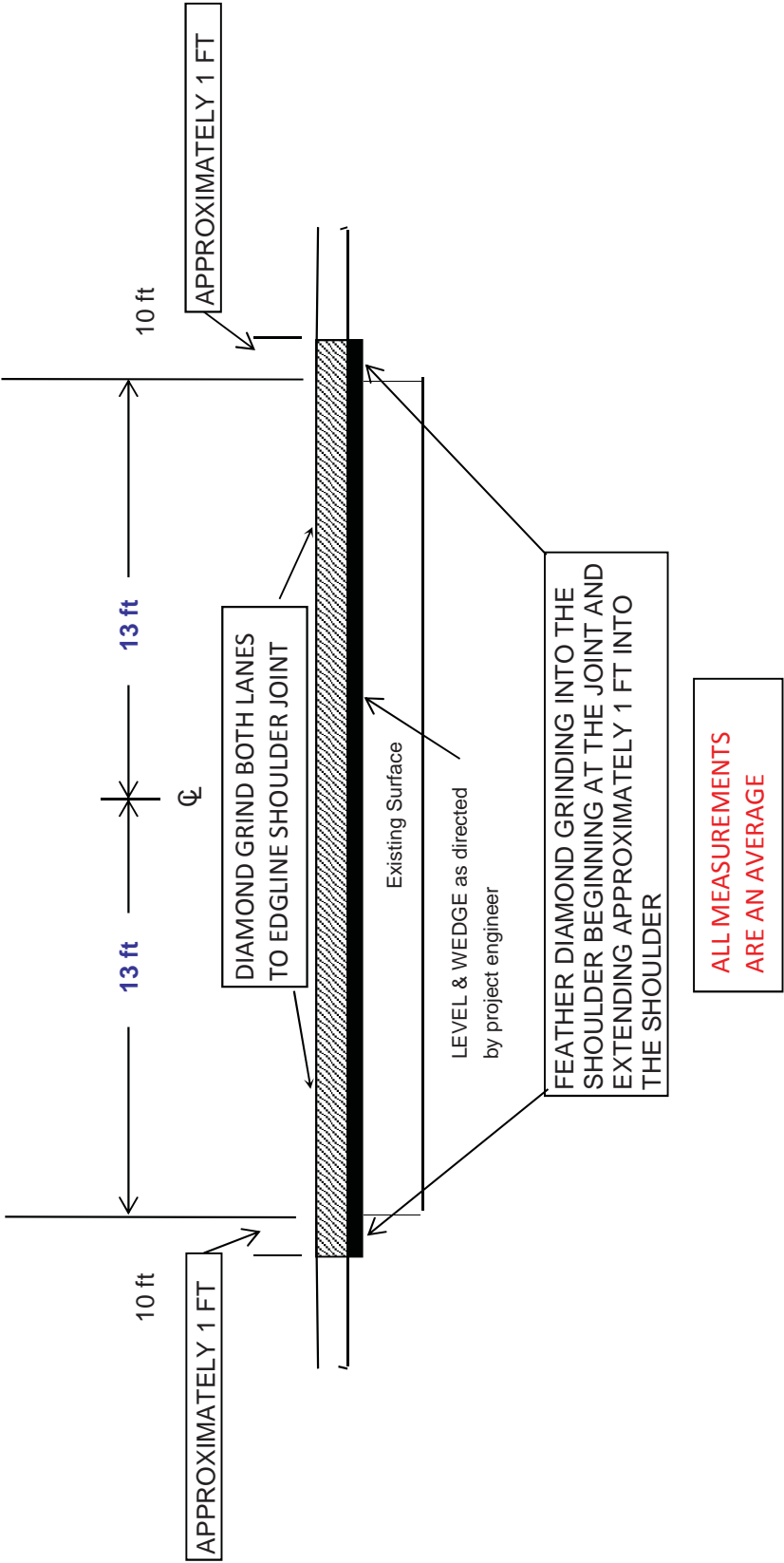
TYPICAL SECTION

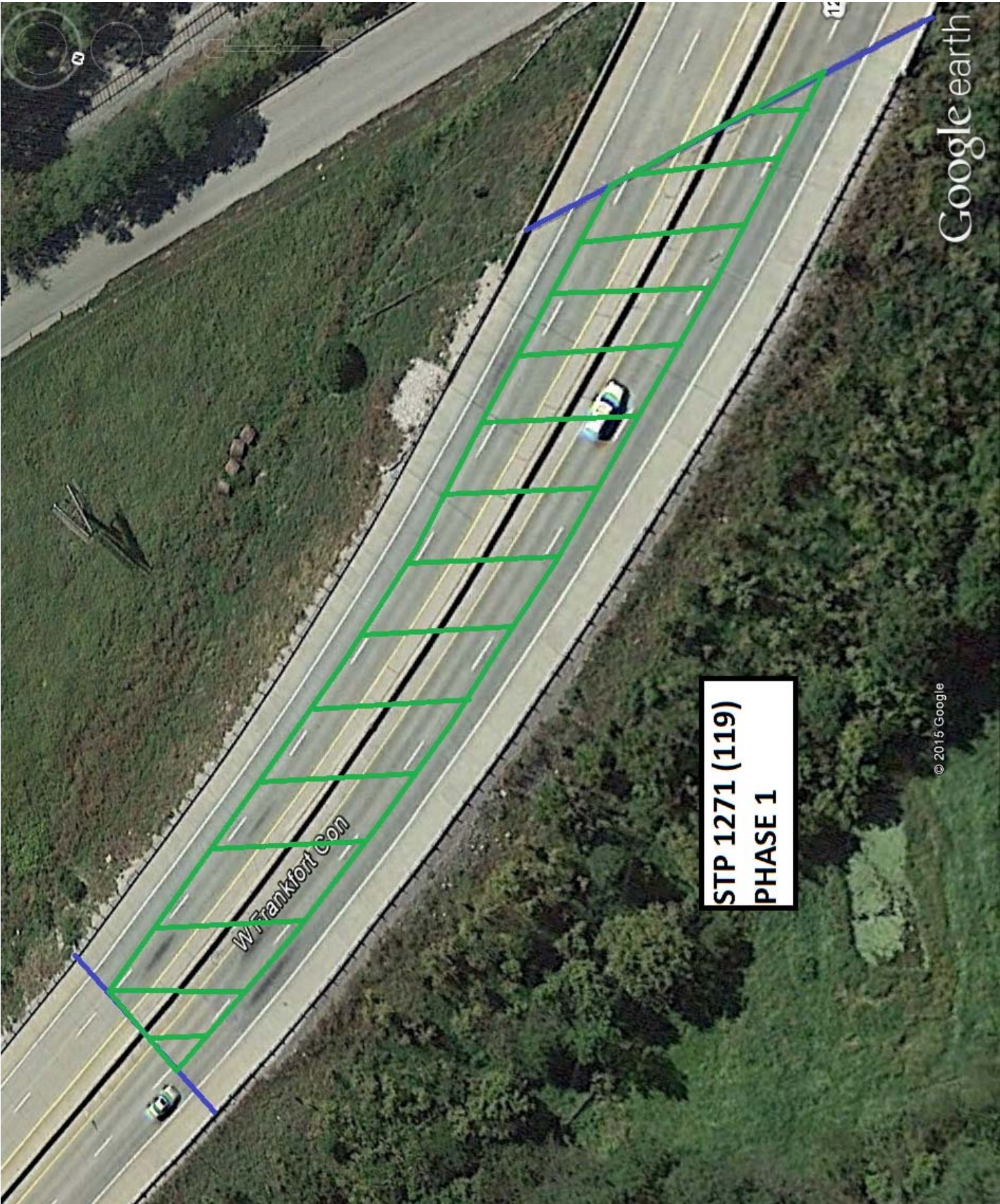
FRANKLIN COUNTY  
STP 4201 (084)  
US 421  
MP 4.523 TO 4.693



**TYPICAL SECTION**

**FRANKLIN COUNTY**  
**STP 7331 (002)**  
**KY 1211**  
MP 0.729 TO 0.889





STP 1271 (119)  
PHASE 1

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Google earth





**STP 1271 (119)**  
**PHASE 2**

Contract Id: \_\_\_\_\_ Contractor: \_\_\_\_\_

Section Engineer: \_\_\_\_\_ District & County: \_\_\_\_\_

DESCRIPTION	UNIT	QTY LEAVING PROJECT	QTY RECEIVED@BB YARD
GUARDRAIL (Includes End treatments & crash cushions)	LF	_____	_____
STEEL POSTS	EACH	_____	_____
STEEL BLOCKS	EACH	_____	_____
WOOD OFFSET BLOCKS	EACH	_____	_____
BACK UP PLATES	EACH	_____	_____
CRASH CUSHION	EACH	_____	_____
NUTS, BOLTS, WASHERS	BAG/BCKT	_____	_____
DAMAGED RAIL TO MAINT. FACILITY	LF	_____	_____
DAMAGED POSTS TO MAINT. FACILITY	EACH	_____	_____

**\*Required Signatures before Leaving Project Site**

Printed Section Engineer’s Representative\_\_\_\_\_ & Date\_\_\_\_\_

Signature Section Engineer’s Representative\_\_\_\_\_ & Date\_\_\_\_\_

Printed Contractor’s Representative\_\_\_\_\_ & Date\_\_\_\_\_

Signature Contractor’s Representative\_\_\_\_\_ & Date\_\_\_\_\_

**\*Required Signatures after Arrival at Bailey Bridge Yard (All material on truck must be counted & the quantity received column completed before signatures)**

Printed Bailey Bridge Yard Representative\_\_\_\_\_ & Date\_\_\_\_\_

Signature Bailey Bridge Yard Representative\_\_\_\_\_ & Date\_\_\_\_\_

Printed Contractor’s Representative\_\_\_\_\_ & Date\_\_\_\_\_

Signature Contractor’s Representative\_\_\_\_\_ & Date\_\_\_\_\_

**\*\*Payment for the bid item remove guardrail will be based upon the quantities shown in the Bailey Bridge Yard received column. Payment will not be made for guardrail removal until the guardrail verification sheets are electronically submitted to the Section Engineer by the Bailey Bridge Yard Representative.**

**PART II**

**SPECIFICATIONS AND STANDARD DRAWINGS**

### **SPECIFICATIONS REFERENCE**

Any reference in the plans or proposal to previous editions of the *Standard Specifications for Road and Bridge Construction* and *Standard Drawings* are superseded by *Standard Specifications for Road and Bridge Construction, Edition of 2012* and *Standard Drawings, Edition of 2016*.



**Supplemental Specifications to the  
Standard Specifications for Road and Bridge Construction, 2012 Edition  
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<b>Subsection:</b>	101.03 DEFINITIONS
<b>Revision:</b>	<p>Add the following Definitions to this section:</p> <p><b>Superpave Mix Design Technologist (SMDT)</b> - An inspector qualified by the KYTC to submit, adjust, or approve asphalt mix designs.</p> <p><b>Superpave Plant Technologist (SPT)</b> - An inspector qualified by the KYTC to perform routine inspection and process control, acceptance, or verification testing on asphalt mixtures.</p>
<b>Subsection:</b>	102.15 Process Agent.
<b>Revision:</b>	<p>Replace the 1st paragraph with the following:</p> <p>Every corporation doing business with the Department shall submit evidence of compliance with KRS Sections 14A.4-010, 271B.11-010, 271B.11-070, 271B.11-080, 271B.5-010 and 271B.16-220, and file with the Department the name and address of the process agent upon whom process may be served.</p>
<b>Subsection:</b>	105.13 Claims Resolution Process.
<b>Revision:</b>	Delete all references to TC 63-34 and TC 63-44 from the subsection as these forms are no longer available through the forms library and are forms generated within the AASHTO SiteManager software.
<b>Subsection:</b>	108.01 Subcontracting of Contract.
<b>Revision:</b>	<p>Replace the section with the following:</p> <p>Do not subcontract, sell, transfer, assign, or otherwise dispose of the Contract or any portion of the Contract or Contracts, or of the right, title, or interest therein, without the Engineer's written consent. If the Contractor chooses to subcontract any portion of the Contract, a written request to sublet work must be submitted on the Subcontract Request (TC 63-35) form for the Engineer's approval. When directed by the Engineer, submit a certified copy of the actual subcontract agreement executed between the parties.</p> <p>The Engineer will allow the Contractor to subcontract a portion, but the Contractor must perform with his own organization work amounting to no less than 30 percent of the total Contract cost. The Engineer will not allow any subcontractor to exceed the percentage to be performed by the Contractor and will require the Contractor to maintain a supervisory role over the entire project.</p> <p>Do not allow any subcontractor to further subcontract any portion of the work without obtaining written consent from the Engineer. When the Engineer gives such consent, the first tier subcontractor may further subcontract a portion of his work not to exceed 50 percent of the work originally subcontracted to him by the Contractor. Do not allow any second tier subcontractor to subcontract any portion of the work.</p> <p>Extra work performed by subcontractors in accordance with Section 109 will not be utilized in the computation of total dollar amount subcontracted. Subcontract percentages are based upon the original contract amount.</p> <p>Payment to subcontractors for satisfactory performance of their work or materials supplied must be made within 7 calendar days from receipt of payment from the Engineer. Upon request by the Engineer, provide proof that payment has been made to the subcontractor within the 7 calendar days. Progress payments may be withheld for failure to comply with this request</p>



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	<p>The Engineer’s written consent to subcontract, assign, or otherwise dispose of any portion of the Contract does not, under any circumstances, relieve the Contractor or the surety of their respective liabilities and obligations under the Contract. The Engineer will make transactions only with the Contractor. The Engineer will recognize subcontractors only in the similar capacity of employees or workers of the Contractor who are subject to the same requirements as to character and competence as specified in Subsection 108.06.</p> <p>Lease agreements are acceptable on Department projects. No additional paperwork is needed when equipment is rented from a commercial rental company unless the leased equipment comes with an operator. In these circumstances, payroll records for the operator of the leased equipment must be maintained and submitted by the contractor in accordance with Department policy.</p> <p>Lease agreements between contractors that involve equipment only will require the submittal of a TC 63-71 Department Equipment Rental Form. If a Contractor is found to be in violation of these requirements, the Engineer reserves the right to withhold payment for the work which was performed in violation of these requirements. This provision does not include the lease or use of equipment from a corporation or company wholly owned by the Contractor. The Contractor shall not use equipment in the performance of the Contract to which title is not held by the Contractor or an approved subcontractor without a submitted lease agreement.</p> <p>If a public official has provided a documented Declaration of Emergency, then the Engineer may verbally waive the requirement of submitting a TC 63-71 Department Equipment Rental Form until the situation has ended. After the emergency situation ends, immediately remove the equipment from the project or submit a completed TC 63-71 Department Equipment Rental Form to the Engineer.</p>
<b>Subsection:</b> <b>Revision:</b>	108.03 Preconstruction Conference. Replace 8) Staking with the following: 8) Staking (designated by a Professional Engineer or Land Surveyor licensed in the Commonwealth of Kentucky.
<b>Subsection:</b> <b>Revision:</b>	109.07.02 Fuel. Revise item Crushed Aggregate Used for Embankment Stabilization to the following: Crushed Aggregate Used for Stabilization of Unsuitable Materials Used for Embankment Stabilization  Delete the following item from the table. <del>Crushed Sandstone Base (Cement Treated)</del>
<b>Subsection:</b> <b>Revision:</b>	110.02 Demobilization. Replace the first part of the first sentence of the second paragraph with the following: Perform all work and operations necessary to accomplish final clean-up as specified in the first paragraph of Subsection 105.12;
<b>Subsection:</b> <b>Revision:</b>	112.03.12 Project Traffic Coordinator (PTC). Replace the last paragraph of this subsection with the following: Ensure the designated PTC has sufficient skill and experience to properly perform the task assigned and has successfully completed the qualification courses.

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<b>Subsection:</b>	112.04.18 Diversions (By-Pass Detours).
<b>Revision:</b>	Insert the following sentence after the 2nd sentence of this subsection. The Department will not measure temporary drainage structures for payment when the contract documents provide the required drainage opening that must be maintained with the diversion. The temporary drainage structures shall be incidental to the construction of the diversion. If the contract documents fail to provide the required drainage opening needed for the diversion, the cost of the temporary drainage structure will be handled as extra work in accordance with section 109.04.
<b>Subsection:</b>	201.03.01 Contractor Staking.
<b>Revision:</b>	Replace the first paragraph with the following: Perform all necessary surveying under the general supervision of a Professional Engineer or Land Surveyor licensed in the Commonwealth of Kentucky.
<b>Subsection:</b>	201.04.01 Contractor Staking.
<b>Revision:</b>	Replace the last sentence of the paragraph with the following: Complete the general layout of the project under the supervision of a Professional Engineer or Land Surveyor licensed in the Commonwealth of Kentucky.
<b>Subsection:</b>	206.04.01 Embankment-in-Place.
<b>Revision:</b>	Replace the fourth paragraph with the following: The Department will not measure <b>suitable</b> excavation included in the original plans that is disposed of for payment and will consider it incidental to Embankment-in-Place.
<b>Subsection:</b>	208.02.01 Cement.
<b>Revision:</b>	Replace paragraph with the following: Select Type I or Type II cement conforming to Section 801. Use the same type cement throughout the work.
<b>Subsection:</b>	208.03.06 Curing and Protection.
<b>Revision:</b>	Replace the fourth paragraph with the following: Do not allow traffic or equipment on the finished surface until the stabilized subgrade has cured for a total of 7-days with an ambient air temperature above 40 degrees Fahrenheit. A curing day consists of a continuous 24-hour period in which the ambient air temperature does not fall below 40 degrees Fahrenheit. Curing days will not be calculated consecutively, but must total seven (7) , 24-hour days with the ambient air temperature remaining at or above 40 degrees Fahrenheit before traffic or equipment will be allowed to traverse the stabilized subgrade. The Department may allow a shortened curing period when the Contractor requests. The Contractor shall give the Department at least 3 day notice of the request for a shortened curing period. The Department will require a minimum of 3 curing days after final compaction. The Contractor shall furnish cores to the treated depth of the roadbed at 500 feet intervals for each lane when a shortened curing time is requested. The Department will test cores using an unconfined compression test. Roadbed cores must achieve a minimum strength requirement of 80 psi.
<b>Subsection:</b>	208.03.06 Curing and Protection.
<b>Revision:</b>	Replace paragraph eight with the following: At no expense to the Department, repair any damage to the subgrade caused by freezing.

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<b>Subsection:</b>	212.03.03 Permanent Seeding and Protection.
<b>Part:</b>	A) Seed Mixtures for Permanent Seeding.
<b>Revision:</b>	Revise <b>Seed Mix Type I</b> to the mixture shown below: 50% Kentucky 31 Tall Fescue ( <i>Festuca arundinacea</i> ) 35% Hard Fescue ( <i>Festuca (Festuca longifolia)</i> ) 10% Ryegrass, Perennial ( <i>Lolium perenne</i> ) 5% White Dutch Clover ( <i>Trifolium repens</i> )
<b>Subsection:</b>	212.03.03 Permanent Seeding and Protection.
<b>Part:</b>	A) Seed Mixtures for Permanent Seeding.
<b>Number:</b>	2)
<b>Revision:</b>	Replace the paragraph with the following: Permanent Seeding on Slopes Greater than 3:1 in Highway Districts 4, 5, 6, and 7. Apply seed mix Type II at a minimum application rate of 100 pounds per acre. If adjacent to a golf course replace the crown vetch with Kentucky 31 Tall Fescue.
<b>Subsection:</b>	212.03.03 Permanent Seeding and Protection.
<b>Part:</b>	A) Seed Mixtures for Permanent Seeding.
<b>Number:</b>	3)
<b>Revision:</b>	Replace the paragraph with the following: Permanent Seeding on Slopes Greater than 3:1 in Highway Districts 1, 2, 3, 8, 9, 10, 11, and 12. Apply seed mix Type III at a minimum application rate of 100 pounds per acre. If adjacent to crop land or golf course, replace the <i>Sericea Lespedeza</i> with Kentucky 31 Fescue.
<b>Subsection:</b>	212.03.03 Permanent Seeding and Protection.
<b>Part:</b>	B) Procedures for Permanent Seeding.
<b>Revision:</b>	Delete the first sentence of the section.
<b>Subsection:</b>	212.03.03 Permanent Seeding and Protection.
<b>Part:</b>	B) Procedures for Permanent Seeding.
<b>Revision:</b>	Replace the second and third sentence of the section with the following: Prepare a seedbed and apply an initial fertilizer that contains a minimum of 100 pounds of nitrogen, 100 pounds of phosphate, and 100 pounds of potash per acre. Apply agricultural limestone to the seedbed when the Engineer determines it is needed. When required, place agricultural limestone at a rate of 3 tons per acre.
<b>Subsection:</b>	212.03.03 Permanent Seeding and Protection.
<b>Part:</b>	D) Top Dressing.
<b>Revision:</b>	Change the title of part to D) Fertilizer.
<b>Subsection:</b>	212.03.03 Permanent Seeding and Protection.
<b>Part:</b>	D) Fertilizer.
<b>Revision:</b>	Replace the first paragraph with the following: Apply fertilizer at the beginning of the seeding operation and after vegetation is established. Use fertilizer delivered to the project in bags or bulk. Apply initial fertilizer to all areas prior to the seeding or sodding operation at the application rate specified in 212.03.03 B). Apply 20-10-10 fertilizer to the areas after vegetation has been established at a rate of 11.5 pounds per 1,000 square feet. Obtain approval from the Engineer prior to the 2nd fertilizer application. Reapply fertilizer to any area that has a streaked appearance. The reapplication shall be at no additional cost to the Department. Re-establish any vegetation severely damaged or destroyed because of an excessive application of fertilizer at no cost to the Department.
<b>Subsection:</b>	212.03.03 Permanent Seeding and Protection.
<b>Part:</b>	D) Fertilizer.
<b>Revision:</b>	Delete the second paragraph.

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<b>Subsection:</b>	212.04.04 Agricultural Limestone.		
<b>Revision:</b>	Replace the entire section with the following: The Department will measure the quantity of agricultural limestone in tons.		
<b>Subsection:</b>	212.04.05 Fertilizer.		
<b>Revision:</b>	Replace the entire section with the following: The Department will measure fertilizer used in the seeding or sodding operations for payment. The Department will measure the quantity by tons.		
<b>Subsection:</b>	212.05 PAYMENT.		
<b>Revision:</b>	Delete the following item code:		
	<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>
	05966	Topdressing Fertilizer	Ton
<b>Subsection:</b>	212.05 PAYMENT.		
<b>Revision:</b>	Add the following pay items:		
	<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>
	05963	Initial Fertilizer	Ton
	05964	20-10-10 Fertilizer	Ton
	05992	Agricultural Limestone	Ton
<b>Subsection:</b>	213.03.02 Progress Requirements.		
<b>Revision:</b>	Replace the third paragraph with the following: After exposing areas of erodible material, make every effort to stabilize and protect the areas as quickly as possible. Permanently seed and mulch all areas at final grade within 14 days. Temporary stabilization practices on those portions of the project where construction activities have temporarily ceased shall be initiated within 14 days of the date of activity cessation. The Engineer will suspend grading operations for instances where the Contractor fails to sustain erosion control measures to effectively control erosion and to prevent water pollution in accordance with the KPDES Permit. In addition, the Engineer will withhold monies due on current estimates until corrective work has been initiated and is continuously progressing to remediate noted deficiencies. Additionally, should noted deficiencies not be adequately addressed to the satisfaction of the Engineer within 7 calendar days of receipt of written notification of deficiencies, the Department will apply a penalty equal to the daily liquidated damages rate until all aspects of the work have been completed.		
<b>Subsection:</b>	213.03.05 Temporary Control Measures.		
<b>Part:</b>	E) Temporary Seeding and Protection.		
<b>Revision:</b>	Delete the second sentence of the first paragraph.		
<b>Subsection:</b>	304.02.01 Physical Properties.		
<b>Table:</b>	Required Geogrid Properties		
<b>Revision:</b>	Replace all references to Test Method "GRI-GG2-87" with ASTM D 7737.		
<b>Subsection:</b>	402.03.02 Contractor Quality Control and Department Acceptance.		
<b>Part:</b>	B) Sampling.		
<b>Revision:</b>	Replace the second sentence with the following: The Department will determine when to obtain the quality control samples using the random-number feature of the mix design submittal and approval spreadsheet. The Department will randomly determine when to obtain the verification samples required in Subsections 402.03.03 and 402.03.04 using the Asphalt Mixture Sample Random Tonnage Generator.		

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<b>Subsection:</b>	402.03.02 Contractor Quality Control and Department Acceptance.
<b>Part:</b>	D) Testing Responsibilities.
<b>Number:</b>	3) VMA.
<b>Revision:</b>	Add the following paragraph below Number 3) VMA: Retain the AV/VMA specimens and one additional corresponding $G_{mm}$ sample for 5 working days for mixture verification testing by the Department. For Specialty Mixtures, retain a mixture sample for 5 working days for mixture verification testing by the Department. When the Department's test results do not verify that the Contractor's quality control test results are within the acceptable tolerances according to Subsection 402.03.03, retain the samples and specimens from the affected subplot(s) for the duration of the project.
<b>Subsection:</b>	402.03.02 Contractor Quality Control and Department Acceptance.
<b>Part:</b>	D) Testing Responsibilities.
<b>Number:</b>	4) Density.
<b>Revision:</b>	Replace the second sentence of the Option A paragraph with the following: Perform coring by the end of the following work day.
<b>Subsection:</b>	402.03.02 Contractor Quality Control and Department Acceptance.
<b>Part:</b>	D) Testing Responsibilities.
<b>Number:</b>	5) Gradation.
<b>Revision:</b>	Delete the second paragraph.
<b>Subsection:</b>	402.03.02 Contractor Quality Control and Department Acceptance.
<b>Part:</b>	H) Unsatisfactory Work.
<b>Number:</b>	1) Based on Lab Data.
<b>Revision:</b>	Replace the second paragraph with the following: When the Engineer determines that safety concerns or other considerations prohibit an immediate shutdown, continue work and the Department will make an evaluation of acceptability according to Subsection 402.03.05.
<b>Subsection:</b>	402.03.03 Verification.
<b>Revision:</b>	Replace the first paragraph with the following: <b>402.03.03 Mixture Verification.</b> For volumetric properties, the Department will perform a minimum of one verification test for AC, AV, and VMA according to the corresponding procedures as given in Subsection 402.03.02. The Department will randomly determine when to obtain the verification sample using the Asphalt Mixture Sample Random Tonnage Generator. For specialty mixtures, the Department will perform one AC and one gradation determination per lot according to the corresponding procedures as given in Subsection 402.03.02. However, Department personnel will not perform AC determinations according to KM 64-405. The Contractor will obtain a quality control sample at the same time the Department obtains the mixture verification sample and perform testing according to the procedures given in Subsection 402.03.02. If the Contractor's quality control sample is verified by the Department's test results within the tolerances provided below, the Contractor's sample will serve as the quality control sample for the affected subplot. The Department may perform the mixture verification test on the Contractor's equipment or on the Department's equipment.
<b>Subsection:</b>	402.03.03 Verification.
<b>Part:</b>	A) Evaluation of Subplot(s) Verified by Department.
<b>Revision:</b>	Replace the third sentence of the second paragraph with the following: When the paired $t$ -test indicates that the Contractor's data and Department's data are possibly not from the same population, the Department will investigate the cause for the difference according to Subsection 402.03.05 and implement corrective measures as the Engineer deems appropriate.

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<b>Subsection:</b>	402.03.03 Verification.
<b>Part:</b>	B) Evaluation of Sublots Not Verified by Department.
<b>Revision:</b>	Replace the third sentence of the first paragraph with the following: When differences between test results are not within the tolerances listed below, the Department will resolve the discrepancy according to Subsection 402.03.05.
<b>Subsection:</b>	402.03.03 Verification.
<b>Part:</b>	B) Evaluation of Sublots Not Verified by Department.
<b>Revision:</b>	Replace the third sentence of the second paragraph with the following: When the <i>F</i> -test or <i>t</i> -test indicates that the Contractor's data and Department's data are possibly not from the same population, the Department will investigate the cause for the difference according to Subsection 402.03.05 and implement corrective measures as the Engineer deems appropriate.
<b>Subsection:</b>	402.03.03 Verification.
<b>Part:</b>	C) Test Data Patterns.
<b>Revision:</b>	Replace the second sentence with the following: When patterns indicate substantial differences between the verified and non-verified sublots, the Department will perform further comparative testing according to subsection 402.03.05.
<b>Subsection:</b>	402.03 CONSTRUCTION.
<b>Revision:</b>	Add the following subsection: <b>402.03.04 Testing Equipment and Technician Verification.</b> For mixtures with a minimum quantity of 20,000 tons and for every 20,000 tons thereafter, the Department will obtain an additional verification sample at random using the Asphalt Mixture Sample Random Tonnage Generator in order to verify the integrity of the Contractor's and Department's laboratory testing equipment and technicians. The Department will obtain a mixture sample of at least 150 lb at the asphalt mixing plant according to KM 64-425 and split it according to AASHTO R 47. The Department will retain one split portion of the sample and provide the other portion to the Contractor. At a later time convenient to both parties, the Department and Contractor will simultaneously reheat the sample to the specified compaction temperature and test the mixture for AV and VMA using separate laboratory equipment according to the corresponding procedures given in Subsection 402.03.02. The Department will evaluate the differences in test results between the two laboratories. When the difference between the results for AV or VMA is not within $\pm 2.0$ percent, the Department will investigate and resolve the discrepancy according to Subsection 402.03.05.
<b>Subsection:</b>	402.03.04 Dispute Resolution.
<b>Revision:</b>	Change the subsection number to 402.03.05.
<b>Subsection:</b>	402.05 PAYMENT.
<b>Part:</b>	Lot Pay Adjustment Schedule Compaction Option A Base and Binder Mixtures
<b>Table:</b>	AC
<b>Revision:</b>	Replace the Deviation from JMF(%) that corresponds to a Pay Value of 0.95 to $\pm 0.6$ .
<b>Subsection:</b>	403.01 Description.
<b>Revision:</b>	Replace the sentence three and four of the first paragraph with the following: Provide a Superpave Plant Technologist (SPT) or Superpave Mix Design Technician (SMDT) qualified by the Laboratories' Quality Acceptance program. Be available to address all Quality Control concerns arising during work performed under section 403.
<b>Subsection:</b>	403.02.10 Material Transfer Vehicle (MTV).
<b>Revision:</b>	Replace the first sentence with the following: In addition to the equipment specified above, provide a MTV with the following minimum characteristics:

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<b>Subsection:</b>	403.03.03 Preparation of Mixture
<b>Part:</b>	C) Mix Design Criteria
<b>Number:</b>	2)
<b>Revision:</b>	Revise part 2) to read as follows: Selection of Optimum AC. Normally, the Department will approve the AC at an air-void content of 4.0 percent. The Engineer may assign an AC corresponding to other air-void levels as deemed appropriate. Ensure the optimum AC is a minimum of 5.2 percent by weight of the total mixture for all 0.5-inch nominal surface mixtures and 5.5 percent by weight of the total mixture for all 0.38-inch nominal surface mixtures.
<b>Subsection:</b>	412.02.09 Material Transfer Vehicle (MTV).
<b>Revision:</b>	Replace the paragraph with the following: Provide and utilize a MTV with the minimum characteristics outlined in section 403.02.10.
<b>Subsection:</b>	412.03.07 Placement and Compaction.
<b>Revision:</b>	Replace the first paragraph with the following: Use a MTV when placing SMA mixture in the driving lanes. The MTV is not required on ramps and/or shoulders unless specified in the contract. When the Engineer determines the use of the MTV is not practical for a portion of the project, the Engineer may waive its requirement for that portion of pavement by a letter documenting the waiver.
<b>Subsection:</b>	412.04 MEASUREMENT.
<b>Revision:</b>	Add the following subsection: 412.04.03. Material Transfer Vehicle (MTV). The Department will not measure the MTV for payment and will consider its use incidental to the asphalt mixture.
<b>Subsection:</b>	501.03.19 Surface Tolerances and Testing Surface.
<b>Part:</b>	B) Ride Quality.
<b>Revision:</b>	Add the following to the end of the first paragraph: The Department will specify if the ride quality requirements are Category A or Category B when ride quality is specified in the Contract. Category B ride quality requirements shall apply when the Department fails to classify which ride quality requirement will apply to the Contract.
<b>Subsection:</b>	501.03.05 Weather Limitations and Protection.
<b>Revision:</b>	Replace the reference to Subsection 501.03.19 in Paragraph 5, with Subsection 501.03.20.
<b>Subsection:</b>	601.02.02 Cement
<b>Revision:</b>	Replace the third sentence with the following: The Department will allow the use of Type IP( $\leq 20$ ), Type IS( $\leq 30$ ), Type IL, Type II, and Type III when the Engineer approves.
<b>Subsection:</b>	601.02.02 Cement
<b>Revision:</b>	Replace the fifth sentence with the following: If unsatisfactory test results are obtained using Type IP( $\leq 20$ ), Type IS( $\leq 30$ ), Type IL, Type II, or Type III cement complete the work using Type I cement.

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<b>Subsection:</b> <b>Part:</b> <b>Revision:</b>	601.03.02 Concrete Producer Responsibilities. E) Trip Tickets. Replace the section with the following: Furnish a trip ticket containing the minimum information shown in the table below. Certify that the data on the ticket is correct and that the mixture conforms to the approved mix design. Ensure that the plant manager or a Level II concrete technician signs the ticket. The Department's jobsite inspector will complete all other necessary information on the back of the trip ticket.  <table border="1"><tr><td>Contract Id:</td><td>Proj. Number:</td><td>Date:</td><td>County:</td><td></td></tr><tr><td>Truck No:</td><td>Producer Name:</td><td colspan="3">SiteManager Sample Id:</td></tr><tr><td>Qty(Yds<sup>3</sup>):</td><td colspan="2">Time Loaded (Non Agitated Concrete Only):</td><td colspan="2"></td></tr><tr><td colspan="5">Begin Mixing Time: _____ AM _____ PM _____ REV _____</td></tr><tr><td colspan="2">Set Retarder Used</td><td>Yes ____</td><td>Type ____</td><td>No ____</td></tr><tr><td colspan="2">Water Reducer Used</td><td>Yes ____</td><td>Type ____</td><td>No ____</td></tr><tr><td colspan="2">Water Underrun _____ Gal/Yd<sup>3</sup></td><td colspan="3">Total Gallons</td></tr><tr><td>Design W/C:</td><td>Actual W/C:</td><td colspan="2">Slump (inches)</td><td></td></tr><tr><td colspan="5"><b>Batch Weight Information:</b></td></tr><tr><td><u>Material:</u></td><td><u>Description:</u></td><td><u>Design Qty:</u></td><td><u>Required:</u></td><td><u>Batched:</u>   <u>%Var:</u>   <u>%Moisture:</u>   <u>Actual:</u></td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td colspan="5">Remarks:</td></tr><tr><td colspan="5"> </td></tr><tr><td colspan="5"> </td></tr><tr><td colspan="5">*The data on this ticket is correct for the approved concrete mix design.*</td></tr><tr><td colspan="5"> </td></tr><tr><td colspan="2">Signature:</td><td colspan="3">Date:</td></tr><tr><td colspan="2"> </td><td colspan="3"> </td></tr><tr><td colspan="2">KRMCA Level II Technician or Plant Manager</td><td colspan="3"> </td></tr></table>	Contract Id:	Proj. Number:	Date:	County:		Truck No:	Producer Name:	SiteManager Sample Id:			Qty(Yds <sup>3</sup> ):	Time Loaded (Non Agitated Concrete Only):				Begin Mixing Time: _____ AM _____ PM _____ REV _____					Set Retarder Used		Yes ____	Type ____	No ____	Water Reducer Used		Yes ____	Type ____	No ____	Water Underrun _____ Gal/Yd <sup>3</sup>		Total Gallons			Design W/C:	Actual W/C:	Slump (inches)			<b>Batch Weight Information:</b>					<u>Material:</u>	<u>Description:</u>	<u>Design Qty:</u>	<u>Required:</u>	<u>Batched:</u> <u>%Var:</u> <u>%Moisture:</u> <u>Actual:</u>						Remarks:															*The data on this ticket is correct for the approved concrete mix design.*										Signature:		Date:								KRMCA Level II Technician or Plant Manager				
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<b>Subsection:</b> <b>Part:</b> <b>Revision:</b>	601.03.03 Proportioning and Requirements A) Concrete Revise Table for INGREDIENT PROPORTIONS AND REQUIREMENTS FOR VARIOUS CLASSES OF CONCRETE as follows: Replace "M1 w/ Type 1 cement" with "M1 w/ Type 1 or blended hydraulic cement"																																																																																															
<b>Subsection:</b> <b>Part:</b> <b>Revision:</b>	601.03.03 Proportioning and Requirements C) Mixtures Using Type IP, IS, and I(SM) Cement or Mineral Admixtures Revise part C) header to read as follows: Mixtures Using Type IP(≤20), IS(≤30), and IL Cement and Mineral Admixtures.																																																																																															
<b>Subsection:</b> <b>Part:</b> <b>Number:</b> <b>Revision:</b>	601.03.03 Proportioning and Requirements C) Mixtures Using Type IP, IS, and I(SM) Cement or Mineral Admixtures 1) Revise first sentence to read as follows: Type IP(≤20), IS(≤30), IL Cement.																																																																																															
<b>Subsection:</b> <b>Part:</b> <b>Number:</b> <b>Revision:</b>	601.03.03 Proportioning and Requirements C) Mixtures Using Type IP, IS, and I(SM) Cement or Mineral Admixtures 2) Revise second sentence to read as follows: The use of fly ash, blast furnace slag cement, or micosilica in concrete is the Contractor's option.																																																																																															



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<b>Subsection:</b>	601.03.03 Proportioning and Requirements
<b>Part:</b>	C) Mixtures Using Type IP, IS, and I(SM) Cement or Mineral Admixtures
<b>Number:</b>	2)
<b>Revision:</b>	Revise the first sentence in the second paragraph to read as follows: When the ability to use blast furnace slag cement or microsilica has not been demonstrated have the concrete producer provide trial batches in accordance with Subsection 601.03.02 G) 1).
<b>Subsection:</b>	601.03.03 Proportioning and Requirements
<b>Part:</b>	C) Mixtures Using Type IP, IS, and I(SM) Cement or Mineral Admixtures
<b>Number:</b>	2)
<b>Part:</b>	b)
<b>Revision:</b>	Revise first sentence to read as follows: Blast Furnace Slag Cement
<b>Subsection:</b>	601.03.03 Proportioning and Requirements
<b>Part:</b>	C) Mixtures Using Type IP, IS, and I(SM) Cement or Mineral Admixtures
<b>Number:</b>	2)
<b>Part:</b>	b)
<b>Revision:</b>	Revise second sentence to read as follows: When added as a separate ingredient, use Grade 120 or Grade 100 slag to reduce the quantity of cement, except do not use blast furnace slag cement to reduce the quantity of Type IS( $\leq$ 30) cement.
<b>Subsection:</b>	601.03.03 Proportioning and Requirements
<b>Part:</b>	C) Mixtures Using Type IP, IS, and I(SM) Cement or Mineral Admixtures
<b>Number:</b>	2)
<b>Part:</b>	b)
<b>Revision:</b>	In part b), replace all references to "GGBF slag" with "blast furnace slag cement".
<b>Subsection:</b>	601.03.04 Classes and Primary Uses
<b>Part:</b>	H) Class M1
<b>Revision:</b>	Revise part H) to read as follows: High early strength for bridge joint repair and full or partial depth bridge deck patching. (Type 1 cement or blended hydraulic cement)
<b>Subsection:</b>	603.03.06 Cofferdams.
<b>Revision:</b>	Replace the seventh sentence of paragraph one with the following: Submit drawings that are stamped by a Professional Engineer licensed in the Commonwealth of Kentucky.
<b>Subsection:</b>	605.03.04 Tack Welding.
<b>Revision:</b>	Insert the subsection and the following: 605.03.04 Tack Welding. The Department does not allow tack welding.
<b>Subsection:</b>	606.03.17 Special Requirements for Latex Concrete Overlays.
<b>Part:</b>	A) Existing Bridges and New Structures.
<b>Number:</b>	1) Prewetting and Grout-Bond Coat.
<b>Revision:</b>	Add the following sentence to the last paragraph: Do not apply a grout-bond coat on bridge decks prepared by hydrodemolition.
<b>Subsection:</b>	609.03 Construction.
<b>Revision:</b>	Replace Subsection 609.03.01 with the following: 609.03.01 A) Swinging the Spans. Before placing concrete slabs on steel spans or precast concrete release the temporary erection supports under the bridge and swing the span free on its supports. 609.03.01 B) Lift Loops. Cut all lift loops flush with the top of the precast beam once the beam is placed in the final location and prior to placing steel reinforcement. At locations where lift loops are cut, paint the top of the beam with galvanized or epoxy paint.

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<b>Subsection:</b>	611.03.02 Precast Unit Construction.
<b>Revision:</b>	Replace the first sentence of the subsection with the following: Construct units according to ASTM C1577, <b>replacing Table 1 (Design Requirements for Precast Concrete Box Sections Under Earth, Dead and HL-93 Live Load Conditions) with KY Table 1 (Precast Culvert KYHL-93 Design Table)</b> , and Section 605 with the following exceptions and additions:
<b>Subsection:</b>	613.03.01 Design.
<b>Number:</b>	2)
<b>Revision:</b>	Replace "AASHTO Standard Specifications for Highway Bridges" with "AASHTO LRFD Bridge Design Specifications"
<b>Subsection:</b>	615.06.02
<b>Revision:</b>	Add the following sentence to the end of the subsection. The ends of units shall be normal to walls and centerline except exposed edges shall be beveled $\frac{3}{4}$ inch.
<b>Subsection:</b>	615.06.03 Placement of Reinforcement in Precast 3-Sided Units.
<b>Revision:</b>	Replace the reference of 6.6 in the section to 615.06.06.
<b>Subsection:</b>	615.06.04 Placement of Reinforcement for Precast Endwalls.
<b>Revision:</b>	Replace the reference of 6.7 in the section to 615.06.07.
<b>Subsection:</b>	615.06.06 Laps, Welds, and Spacing for Precast 3-Sided Units.
<b>Revision:</b>	Replace the subsection with the following: Tension splices in the circumferential reinforcement shall be made by lapping. Laps may not be tack welded together for assembly purposes. For smooth welded wire fabric, the overlap shall meet the requirements of AASHTO 2012 Bridge Design Guide Section 5.11.2.5.2 and AASHTO 2012 Bridge Design Guide Section 5.11.6.3. For deformed welded wire fabric, the overlap shall meet the requirements of AASHTO 2012 Bridge Design Guide Section 5.11.2.5.1 and AASHTO 2012 Bridge Design Guide Section 5.11.6.2. The overlap of welded wire fabric shall be measured between the outer most longitudinal wires of each fabric sheet. For deformed billet-steel bars, the overlap shall meet the requirements of AASHTO 2012 Bridge Design Guide Section 5.11.2.1. For splices other than tension splices, the overlap shall be a minimum of 12" for welded wire fabric or deformed billet-steel bars. The spacing center to center of the circumferential wires in a wire fabric sheet shall be no less than 2 inches and no more than 4 inches. The spacing center to center of the longitudinal wires shall not be more than 8 inches. The spacing center to center of the longitudinal distribution steel for either line of reinforcing in the top slab shall be not more than 16 inches.
<b>Subsection:</b>	615.06.07 Laps, Welds, and Spacing for Precast Endwalls.
<b>Revision:</b>	Replace the subsection with the following: Splices in the reinforcement shall be made by lapping. Laps may not be tack welded together for assembly purposes. For smooth welded wire fabric, the overlap shall meet the requirements of AASHTO 2012 Bridge Design Guide Section 5.11.2.5.2 and AASHTO 2012 Bridge Design Guide Section 5.11.6.3. For deformed welded wire fabric, the overlap shall meet the requirements of AASHTO 2012 Bridge Design Guide Section 5.11.2.5.1 and AASHTO 2012 Bridge Design Guide Section 5.11.6.2. For deformed billet-steel bars, the overlap shall meet the requirements of AASHTO 2012 Bridge Design Guide Section 5.11.2.1. The spacing center-to-center of the wire fabric sheet shall not be less than 2 inches or more than 8 inches.

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<b>Subsection:</b>	615.08.01 Type of Test Specimen.
<b>Revision:</b>	Replace the subsection with the following: Start-up slump, air content, unit weight, and temperature tests will be performed each day on the first batch of concrete. Acceptable start-up results are required for production of the first unit. After the first unit has been established, random acceptance testing is performed daily for each 50 yd <sup>3</sup> (or fraction thereof). In addition to the slump, air content, unit weight, and temperature tests, a minimum of one set of cylinders shall be required each time plastic property testing is performed.
<b>Subsection:</b>	615.08.02 Compression Testing.
<b>Revision:</b>	Delete the second sentence.
<b>Subsection:</b>	615.08.04 Acceptability of Core Tests.
<b>Revision:</b>	Delete the entire subsection.
<b>Subsection:</b>	615.12 Inspection.
<b>Revision:</b>	Add the following sentences to the end of the subsection: Units will arrive at jobsite with the "Kentucky Oval" stamped on the unit which is an indication of acceptable inspection at the production facility. Units shall be inspected upon arrival for any evidence of damage resulting from transport to the jobsite.
<b>Subsection:</b>	701.04.16 Deduction for Pipe Deflection.
<b>Revision:</b>	Insert the following at the end of the paragraph: The section length is determined by the length of the pipe between joints where the failure occurred.
<b>Subsection:</b>	716.02.02 Paint.
<b>Revision:</b>	Replace sentence with the following: Conform to Section 821.
<b>Subsection:</b>	716.03 CONSTRUCTION.
<b>Revision:</b>	Replace bullet 5) with the following: 5) AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals, 2013-6th Edition with current interims,
<b>Subsection:</b>	716.03.02 Lighting Standard Installation.
<b>Revision:</b>	Replace the paragraph with the following: Locate poles to avoid trees, drainage, structures, etc. Regardless of the station & offset noted, locate all poles/bases behind guardrail a minimum of 4 feet behind the face of the guardrail. All poles shall be placed as close to stations and offsets as stated on Plans to provide proper illumination. If any pole needs to be relocated from stations indicated, the Division of Traffic Operations shall be contacted. When submitting brochures for suggested luminaires include iso lux curves, IES type distribution, lamp lumens, and typical ballast factor used for each type of luminaire. Submit the photometric data in a digital IES format to the Division of Traffic Operations. Include with the submittal a point of contact and phone number to answer technical questions about the luminaire.
<b>Subsection:</b>	716.03.02 Lighting Standard Installation.
<b>Part:</b>	A) Conventional Installation.
<b>Revision:</b>	Replace the third sentence with the following: Orient the transformer base so the door is positioned on the side away from on-coming traffic.
<b>Subsection:</b>	716.03.02 Lighting Standard Installation.
<b>Part:</b>	A) Conventional Installation.
<b>Number:</b>	1) Breakaway Installation and Requirements.
<b>Revision:</b>	Replace the first sentence with the following: For breakaway supports, conform to Section 12 of the AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals, 2013-6th Edition with current interims.

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**Subsection:** 716.03.02 Lighting Standard Installation.  
**Part:** B) High Mast Installation  
**Revision:** Replace the first three sentences of the first paragraph with the following: Install each high mast pole as noted on Plans. Install each high mast pole on a separate circuit and use luminaires with light patterns as indicated. Orient luminaires as shown in Plans.

**Subsection:** 716.03.02 Lighting Standard Installation.  
**Part:** B) High Mast Installation  
**Number:** 2) Concrete Base Installation  
**Revision:** Modification of Chart and succeeding paragraphs within this section:

Drilled Shaft Depth Data							
Level Ground		3:1 Ground Slope		2:1 Ground Slope		1.5:1 Ground Slope <sup>(2)</sup>	
Soil	Rock	Soil	Rock	Soil	Rock	Soil	Rock
17 ft	7 ft	19 ft	7 ft	20 ft	7 ft	(1)	7 ft
Steel Requirements							
Vertical Bars				Ties or Spiral			
Size	Total			Size	Spacing or Pitch		
#10	16			#4	12 inch		

Note 1: Shaft length is 22 feet for cohesive soil only. For cohesionless soil, contact Geotechnical Branch for design.

Note 2: Do not construct high mast drilled shafts on ground slopes steeper than 1.5:1 without the approval of the Division of Traffic Operations.

If rock is encountered during drilling operations and confirmed by the Engineer to be of sound quality, the shaft is only required to be further advanced into the rock by the length of rock socket shown in the design table. The total length of the shaft need not be longer than that of soil alone. Both longitudinal rebar length and number of ties or spiral length shall be adjusted

If a shorter depth is desired for the drilled shaft, the Contractor shall provide, for the state's review and approval, a detailed column design with individual site specific soil and rock analysis performed and approved by a Professional Engineer licensed in the Commonwealth of Kentucky.

Spiral reinforcement may be substituted for ties. If spiral reinforcement is used, one and one-half closed coils shall be provided at the ends of each spiral unit. Subsurface conditions consisting of very soft clay or very loose saturated sand could result in soil parameters weaker than those assumed. Engineer shall consult with the Geotechnical Branch if such conditions

The bottom of the drilled hole shall be firm and thoroughly cleaned so no loose or compressible materials are present at the time of the concrete placement. If the drilled hole contains standing water, the concrete shall be placed using a tremie to displace water. Continuous concrete flow will be required to insure full displacement of any water.

The reinforcement and anchor bolts shall be adequately supported in the proper positions so no movement occurs during concrete placement. Welding of anchor bolts to the reinforcing cage is unacceptable, templates shall be used. Exposed portions of the foundation shall be formed to create a smooth finished surface. All forming shall be removed upon completion of foundation construction.

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<b>Subsection:</b>	716.03.03 Trenching.
<b>Part:</b>	A) Trenching of Conduit for Highmast Ducted Cables.
<b>Revision:</b>	Add the following after the first sentence: If depths greater than 24 inches are necessary, obtain the Engineer's approval and maintain the required conduit depths coming into the junction boxes. No payment for additional junction boxes for greater depths will be allowed.
<b>Subsection:</b>	716.03.03 Trenching.
<b>Part:</b>	B) Trenching of Conduit for Non-Highmast Cables.
<b>Revision:</b>	Add the following after the second sentence: If depths greater than 24 inches are necessary for either situation listed previously, obtain the Engineer's approval and maintain the required conduit depths coming into the junction boxes.
<b>Subsection:</b>	716.03.04 Conduit Installation.
<b>Revision:</b>	Replace the first two sentences of the paragraph with the following: Provide rigid steel conduit encasement for all conductors except as specified in the Contract. Provide conduit that is listed on the Department's List of Approved Materials.
<b>Subsection:</b>	716.03.04 Conduit Installation.
<b>Part:</b>	A) Conduit Requirements in Junction Boxes.
<b>Number:</b>	1) Highmast Ducted Cable.
<b>Revision:</b>	Replace the first two sentences with the following: Install conduit horizontally through the junction box. Conduit shall be 4 inches from the bottom and 4 inches from the side of the junction box.
<b>Subsection:</b>	716.03.04 Conduit Installation.
<b>Revision:</b>	Add the following to the Part to the Subsection: <b>G) Bore and Jack.</b> Construction methods shall be in accordance with Subsections 706.03.02, paragraphs 1, 2 and 4.
<b>Subsection:</b>	716.03.08 Splicing.
<b>Revision:</b>	Replace the last sentence of the paragraph with the following: Ensure the splices are of the correct size for the wire being used.
<b>Subsection:</b>	716.03.10 Junction Boxes.
<b>Revision:</b>	Replace subsection title with the following: Electrical Junction Box and replace the last sentence of the paragraph with the following: Any additional junction boxes shall be approved by the Engineer.
<b>Subsection:</b>	716.03.13 Temporary Lighting.
<b>Revision:</b>	Change subsection heading to the following: <b>716.03.13 Temporary/Maintain Lighting.</b>
<b>Subsection:</b>	716.03.13 Temporary /Maintain Lighting.
<b>Revision:</b>	<p>Replace the entire section with the following:</p> <p>The Contractor shall furnish and install all materials necessary to temporarily light the proposed roadway to design standards in Subsection 716.03. The Contractor shall submit his proposed design of temporary lighting to the Division of Traffic Operations for approval at least 30 days before installation.</p> <p>Maintain all lighting elements impacted within or outside the project limits until new lighting elements are installed and a functional inspection has been performed on the new lighting elements. The Contractor shall submit a proposed design for maintaining lighting to the Division of Traffic Operations for approval at least 30 days before installation.</p>

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<b>Subsection:</b>	716.03.14 Remove Lighting.
<b>Revision:</b>	Replace the section with the following: Remove all lighting equipment that is identified by the Engineer as no longer necessary including, but not limited to, the following: pole bases, poles, junction boxes, cabinets, and wood poles. Pole bases shall be removed a minimum of one foot below finished grade by chipping off or other method that is approved by the Engineer. Dispose of all removed concrete off right-of-way. Wood poles shall be removed a minimum of one foot below finished grade. Backfill holes with material approved by the Engineer. Conduit may be abandoned in the ground. All materials shall be removed from the project as directed by the Engineer. Transformers not owned by a utility shall be tested for PCB's and disposed of in accordance with state regulations.
<b>Subsection:</b>	716.03.15 Painting.
<b>Revision:</b>	Replace the first sentence with the following: Clean non-galvanized or damaged surfaces of exposed junction boxes, pull boxes, control panels, poles, and similar equipment, and apply one coat of an inhibiting paint and two coats of aluminum paint.
<b>Subsection:</b>	716.04.01. Poles.
<b>Revision:</b>	Change the subsection heading to 716.04.01 Pole and replace the last sentence of the subsection with the following: The Department will not measure anchor bolts, washers, nuts, anchor bolt covers, ground lugs, and any associated hardware for payment and will consider them incidental to this item of work.
<b>Subsection:</b>	716.04.02 High Mast Pole.
<b>Revision:</b>	Replace the second sentence with the following: The Department will not measure the lowering device, anchor bolts, head frame assembly, cables, winch unit, power cables, wiring, connectors, circuit breakers, grounding lugs, ground wire, ground rods, conduits, test plugs,, adjustment and calibration of the unit to provide the desired operation, and any associated hardware for payment and will consider them incidental to this item of work.
<b>Subsection:</b>	716.04.03 Bracket.
<b>Revision:</b>	Replace the second sentence with the following: The Department will not measure any associated hardware needed for attaching the bracket to the pole for payment and will consider them incidental to this item of work.
<b>Subsection:</b>	716.04.04 Pole Base.
<b>Revision:</b>	Change the subsection heading to 716.04.04 Pole Bases and delete the paragraph.
<b>Subsection:</b>	716.04.04 Pole Bases.
<b>Revision:</b>	<p>Insert the following:</p> <p><b>A. Pole Base.</b> The Department will measure the quantity as each individual unit furnished and installed. The Department will not measure excavation, concrete, conduits, fittings, ground rods, ground wires, ground lugs, reinforcing steel, restoring disturbed areas to the satisfaction of the Engineer, and any associated hardware for payment and will consider them incidental to this item of work.</p> <p><b>B. Pole Base High Mast.</b> The Department will measure the quantity in cubic yards furnished and installed. The Department will not measure excavation, concrete, conduits, fittings, ground rods, ground wires, ground lugs, reinforcing steel, restoring disturbed areas to the satisfaction of the Engineer, and any associated hardware for payment and will consider them incidental to this item of work.</p>

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<b>Subsection:</b>	716.04.05 Pole Base in Median Wall.
<b>Revision:</b>	Replace the last sentence with the following: The Department will not measure conduits, fittings, junction boxes, additional reinforcing steel, ground rods, ground wire, ground lugs, and aluminum cover plates (if specified) for payment, and will consider them incidental to this item of work.
<b>Subsection:</b>	716.04.06 Transformer Base.
<b>Revision:</b>	Replace the last sentence with the following: The Department will not measure transformer door, ground lug, anchoring bolts, nuts, washers, and any associated hardware for payment and will consider them incidental to this item of work. The filling of any unused holes will also be considered incidental to this item of work.
<b>Subsection:</b>	716.04.07 Pole with Secondary Equipment.
<b>Revision:</b>	Replace the heading with the following: 716.04.07 Pole with Secondary Control Equipment.
<b>Subsection:</b>	716.04.07 Pole with Secondary Control Equipment.
<b>Revision:</b>	Replace the second and third sentence with the following: The Department will not measure mounting the cabinet to the pole, backfilling, restoration, any necessary hardware to anchor pole, electrical inspection fees, and required building fees involving utility secondary, and primary service for payment and will consider them incidental to this item of work. The Department will also not measure furnishing and installing electrical service conductors, specified conduits, meter base, transformer, service panel, fused cutout, fuses, lighting arrestors, photoelectrical control, circuit breaker, contactor, manual switch, ground rods, ground lugs, and ground wires for payment and will consider them incidental to this item of work. The filling of unused holes will also be considered incidental to this item of work.
<b>Subsection:</b>	716.04.08 Lighting Control Equipment.
<b>Revision:</b>	Replace the paragraph with the following: The Department will measure the quantity as each individual unit furnished and installed. The Department will not measure the concrete base, excavation, backfilling, restoration, any necessary anchors, electrical inspection fees, and required building fees involving utility secondary/primary service for payment and will consider them incidental to this item of work. The Department will also not measure furnishing and installing electrical service conductors, specified conduits, meter base, transformer, service panel, fused cutout, fuses, lighting arrestors, photoelectrical control, circuit breakers, contactor, manual switch, ground rods, ground lugs, and ground wires for payment and will consider them incidental to this item of work. The Department will not measure the filling of any unused holes with and will consider them incidental to this item of work.
<b>Subsection:</b>	716.04.09 Luminaire.
<b>Revision:</b>	Replace the paragraph with the following: The Department will measure the quantity as each individual unit furnished and installed. The Department will not measure lamps, starters, ballasts, drivers, surge protection, dimming modules, photo-control receptacle, specified shielding (if required), and any adjustments necessary to provide the desired lighting pattern for payment and will consider them incidental to this item of work.
<b>Subsection:</b>	716.04.10 Fused Connector Kits.
<b>Revision:</b>	Replace the heading with the following: 716.04.10 Fuse Connector Kits.



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<b>Subsection:</b>	716.04.10 Fuse Connector Kits.
<b>Revision:</b>	Replace the paragraph with the following: The Department will measure the quantity as each individual unit furnished and installed. The Department will not measure fuses/lugs for payment and will consider them incidental to this item of work.
<b>Subsection:</b>	716.04.11 Conduit.
<b>Revision:</b>	Replace the second sentence with the following: The Department will not measure installation in ground or on structures, conduit fittings, test plugs, expansion joints with bonding straps, grounding lugs, drill anchors, clamps, and any additional hardware required for payment and will consider them incidental to this item of work.
<b>Subsection:</b>	716.04.12 Markers.
<b>Revision:</b>	Replace the section with the following: The Department will measure the quantity as each individual unit furnished and installed.
<b>Subsection:</b>	716.04.13 Junction Box.
<b>Revision:</b>	Replace the subsection title with the following: Electrical Junction Box Type Various.
<b>Subsection:</b>	716.04.13 Electrical Junction Box Type Various.
<b>Revision:</b>	Replace the section with the following: The Department will measure the quantity as each individual unit furnished and installed. The Department will not measure additional junction boxes for greater depths than those identified in Plans, #57 aggregate, backfilling, restoration of disturbed areas to the satisfaction of the Engineer, geotextile filter fabric, concrete, hot dipped galvanized cover, stainless steel screws, rubber gasket, and any associated hardware for payment , and will consider them incidental to this item of work.
<b>Subsection:</b>	716.04.13 Junction Box.
<b>Part:</b>	A) Junction Electrical.
<b>Revision:</b>	Delete Part A.
<b>Subsection:</b>	716.04.14 Trenching and Backfilling.
<b>Revision:</b>	Replace the section with the following: The Department will measure the quantity in linear feet. The Department will not measure excavation, backfilling, underground utility warning tape (if required), and the restoration of disturbed areas to original condition for payment and will consider them incidental to this item of work.
<b>Subsection:</b>	716.04.15 Wire or Cable.
<b>Revision:</b>	Replace the section with the following: The Department will measure the quantity in linear feet furnished and installed. The Department will not measure installation within conduit, splice boots, and any other hardware required for installing cable for payment and will consider them incidental to this item of work.
<b>Subsection:</b>	716.04.16 Ducted Cable.
<b>Revision:</b>	Replace the second sentence of the paragraph with the following: The Department will not measure installation within trench or conduit and any other necessary hardware for payment and will consider them incidental to this item of work.
<b>Subsection:</b>	716.04.17 Temporary Lighting
<b>Revision:</b>	Rename the subsection as follows: 716.04.17 Temporary Lighting/Maintain Lighting.



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<b>Subsection:</b>	716.04.17 Temporary Lighting/Maintain Lighting.																														
<b>Revision:</b>	Delete the paragraph and add the following parts: A) Temporary Lighting. The Department will measure the quantity by lump sum. The Department will not measure poles, luminaires, wire, conduit, trenching and backfilling, control equipment, all relocations and removal, design (if required), and any other necessary hardware to make a complete installation for payment and will consider them incidental to this item of work. B) Maintain Lighting. The Department will measure the quantity by lump sum. The Department will not measure maintenance of lighting elements and design (if required) for payment and will consider them incidental to this item of work.																														
<b>Subsection:</b>	716.04.18 Remove Lighting.																														
<b>Revision:</b>	Replace the paragraph with the following: The Department will measure the quantity by lump sum. The Department will not measure backfilling and the disposal or transportation of equipment and materials associated with any structural or electrical component of the lighting system including, but not limited to pole bases, poles, junction boxes, cabinets, and wood poles for payment and will consider them incidental to this item of work.																														
<b>Subsection:</b>	716.04.19 Remove Pole Base.																														
<b>Revision:</b>	Delete Subsection.																														
<b>Subsection:</b>	716.04.20 Bore and Jack Conduit.																														
<b>Revision:</b>	Renumber Subsection to 716.04.19 Bore and Jack Conduit.																														
<b>Subsection:</b>	716.04.19 Bore and Jack Conduit.																														
<b>Revision:</b>	Replace the paragraph with the following: The Department will measure the quantity in linear feet. This item shall include all work necessary for boring and installing conduit under an existing roadway.																														
<b>Subsection:</b>	716.05 PAYMENT.																														
<b>Revision:</b>	Revise the following under <u>Code</u> , <u>Pay Item</u> , and <u>Pay Unit</u> with the following: <table><tr><td><u>Code</u></td><td><u>Pay Item</u></td><td><u>Pay Unit</u></td></tr><tr><td>04700-04701</td><td>Pole(Various)Mtg Ht</td><td>Each</td></tr><tr><td>04710-04714</td><td>Pole(Various)Mtg Ht High Mast</td><td>Each</td></tr><tr><td>04810-04811</td><td>Electrical Junction Box (Various)</td><td>Each</td></tr><tr><td>20391NS835</td><td>Electrical Junction Box Type A</td><td>Each</td></tr><tr><td>20392NS835</td><td>Electrical Junction Box Type C</td><td>Each</td></tr><tr><td>04770-04773</td><td>Luminaire (Various)</td><td>Each</td></tr><tr><td>04780</td><td>Fuse Connector Kit</td><td>Each</td></tr><tr><td>20410ED</td><td>Maintain Lighting</td><td>Lump Sum</td></tr><tr><td>04941</td><td>Remove Pole Base</td><td>Each</td></tr></table>	<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>	04700-04701	Pole(Various)Mtg Ht	Each	04710-04714	Pole(Various)Mtg Ht High Mast	Each	04810-04811	Electrical Junction Box (Various)	Each	20391NS835	Electrical Junction Box Type A	Each	20392NS835	Electrical Junction Box Type C	Each	04770-04773	Luminaire (Various)	Each	04780	Fuse Connector Kit	Each	20410ED	Maintain Lighting	Lump Sum	04941	Remove Pole Base	Each
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04941	Remove Pole Base	Each																													
<b>Subsection:</b>	723.02.02 Paint.																														
<b>Revision:</b>	Replace sentence with the following: Conform to Section 821.																														
<b>Subsection:</b>	723.03 CONSTRUCTION.																														
<b>Revision:</b>	Replace bullet 5) with the following: 5) AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals, 2013-6th Edition with current interims,																														
<b>Subsection:</b>	723.03.02 Poles and Bases Installation.																														
<b>Revision:</b>	Replace the title with the following: 723.03.02 Pole and Base Installation.																														

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<b>Subsection:</b>	723.03.02 Pole and Base Installation.
<b>Revision:</b>	Replace the first paragraph with the following: Regardless of the station and offset noted, locate all poles/bases behind the guardrail a minimum of four feet from the front face of the guardrail to the front face of the pole base. Orient the handhole door away from traffic travel path. If pole base is installed within a sidewalk the top of the pole base shall be the same grade as the sidewalk.
<b>Subsection:</b>	723.03.02 Poles and Bases Installation.
<b>Part:</b>	A) Steel Strain and Mastarm Poles Installation
<b>Revision:</b>	Replace the title of Part A) Steel Strain and Mast Arm Pole Installation.
<b>Subsection:</b>	723.03.02 Pole and Base Installation.
<b>Part:</b>	A) Steel Strain and Mast Arm Pole Installation.
<b>Revision:</b>	Insert the following sentence at the beginning of the first paragraph: Install pole bases 4 to 6 inches above grade.
<b>Subsection:</b>	723.03.02 Pole and Base Installation.
<b>Part:</b>	A) Steel Strain and Mast Arm Pole Installation.
<b>Revision:</b>	Replace the second paragraph with the following: For concrete base installation, see Subsection 716.03.02 B), 2), Paragraphs 2-6. Drilled shaft depth shall be based on the soil conditions encountered during drilling and slope condition at the site. Refer to the design chart below:
<b>Subsection:</b>	723.03.02 Pole and Base Installation.
<b>Part:</b>	B) Pedestal or Pedestal Post Installation.
<b>Revision:</b>	Replace the second sentence with the following: If over 12 feet high the base shall have the minimum depth and diameter as Subsection 716.03.02 (A), paragraph 2.
<b>Subsection:</b>	723.03.02 Poles and Bases Installation.
<b>Part:</b>	B) Pedestal or Pedestal Post Installation.
<b>Revision:</b>	Replace the fourth sentence of the paragraph with the following: For breakaway supports, conform to Section 12 of the AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals, 2013-6th Edition with current interims.
<b>Subsection:</b>	723.03.03 Trenching.
<b>Revision:</b>	Replace the first sentence with the following: See Subsection 716.03.03 (B).
<b>Subsection:</b>	723.03.03 Trenching.
<b>Part:</b>	A) Under Roadway.
<b>Revision:</b>	Delete Part A) Under Roadway.
<b>Subsection:</b>	723.03.05 Conduit Requirements in Junction Boxes.
<b>Revision:</b>	Delete the Subsection and replace with the following: 723.03.05 Fuse Connector Kits. See Subsection 716.03.09.
<b>Subsection:</b>	723.03.06 Coupling Installation.
<b>Revision:</b>	Delete the Subsection and replace with the following: 723.03.06 Painting. See Subsection 716.03.15.
<b>Subsection:</b>	723.03.07 Bonding Requirements.
<b>Revision:</b>	Delete the Subsection and replace with the following: 723.03.07 Electrical Junction Boxes. See Subsection 716.03.10.

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<b>Subsection:</b>	723.03.08 Painting.
<b>Revision:</b>	Replace with 723.03.06 Painting. See Subsection 716.03.15.
<b>Subsection:</b>	723.03.09 Underground Warning Tape.
<b>Revision:</b>	ReNUMBER Subsection to 723.03.08 Underground Warning Tape.
<b>Subsection:</b>	723.03.10 Backfilling and Disturbed Areas.
<b>Revision:</b>	ReNUMBER Subsection to 723.03.09 Backfilling and Disturbed Areas.
<b>Subsection:</b>	723.03.11 Wiring Installation.
<b>Revision:</b>	ReNUMBER Subsection to 723.03.10 Wiring Installation.
<b>Subsection:</b>	723.03.10 Wiring Installation.
<b>Revision:</b>	Add the following sentence between the fifth and sixth sentences: Provide an extra two feet of loop wire and lead-in past the installed conduit in poles, pedestals, and junction boxes.
<b>Subsection:</b>	723.03.12 Loop Installation.
<b>Revision:</b>	ReNUMBER Subsection to 723.03.11 Loop Installation.
<b>Subsection:</b>	723.03.11 Loop Installation.
<b>Revision:</b>	Replace the fourth sentence of the 2nd paragraph with the following: Provide an extra two feet of loop wire and lead-in past the installed conduit in poles, pedestals, and junction boxes.
<b>Subsection:</b>	723.03.13 Grounding Installation.
<b>Revision:</b>	ReNUMBER Subsection to 723.03.12 Grounding Installation.
<b>Subsection:</b>	723.03.12 Grounding Installation.
<b>Revision:</b>	Replace the reference to "Standard Detail Sheets" in the first sentence with "Plans".
<b>Subsection:</b>	723.03.14 Splicing.
<b>Revision:</b>	ReNUMBER Subsection to 723.03.13 Splicing.
<b>Subsection:</b>	723.03.13 Splicing.
<b>Revision:</b>	Delete the reference to (IMSA 19-2) from the 5th sentence of the paragraph.
<b>Subsection:</b>	723.03.15 Painting.
<b>Revision:</b>	Delete Subsection.
<b>Subsection:</b>	723.03.14 Splicing.
<b>Revision:</b>	Replace with new Subsection 723.03.14 Remove Signal Equipment.
<b>Subsection:</b>	723.03.14 Remove Signal Equipment.
<b>Revision:</b>	Insert the following for the new subsection: Remove all traffic signal equipment that is identified by the Engineer as no longer necessary including, but not limited to, the following: pole bases, poles, junction boxes, cabinets, wood poles, and advance warning flashers. Pole bases shall be removed a minimum of one foot below finished grade by chipping off or other method that is approved by the Engineer. Dispose of all removed concrete off right-of-way. Wood poles shall be removed a minimum of one foot below finished grade. Backfill holes with material approved by the Engineer. Conduit may be abandoned in the ground. Contact the district traffic Engineer to determine if any removed signal equipment needs to be returned to the district and to determine the location/time for such deliveries.
<b>Subsection:</b>	723.05.16 Drawings.
<b>Revision:</b>	ReNUMBER the Subsection to 723.03.15 Drawings.

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<b>Subsection:</b>	723.03.15 Drawings.
<b>Revision:</b>	Replace Subsection with the following: Before final inspection of the traffic control device, provide a complete set of reproducible as-built drawings that show the arrangement and locations of all equipment including: junction boxes, conduits, spare conduits, etc. Keep a daily record of all conduits placed in trenches, showing the distance from the pavement edge, the depth, and the length of runs, and indicate this information on the as-built drawings.
<b>Subsection:</b>	723.03.17 Acceptance and Inspection Requirements.
<b>Revision:</b>	Renumber Subsection to 723.03.16 Acceptance and Inspection Requirements.
<b>Subsection:</b>	723.03.16 Acceptance and Inspection Requirements.
<b>Revision:</b>	Replace the first paragraph of the section with the following: See Subsection 105.12. In coordination with the District Traffic Engineer, energize traffic control device as soon as it is fully functional and ready for inspection. After the work has been completed, conduct an operational test demonstrating that the system operates in accordance with the Plans in the presence of the Engineer. The Department will also conduct its own tests with its own equipment before final acceptance. Ensure that the traffic control device remains operational until the Division of Traffic Operations has provided written acceptance of the electrical work.
<b>Subsection:</b>	723.04.01 Conduit.
<b>Revision:</b>	Replace the second sentence of the subsection with the following: The Department will not measure conduit fittings, ground lugs, test plugs, expansion joints, and clamps for payment and will consider them incidental to this item of work.
<b>Subsection:</b>	723.04.02 Junction Box.
<b>Revision:</b>	Replace subsection title with the following: Electrical Junction Box Type Various.
<b>Subsection:</b>	723.04.02 Electrical Junction Box Type Various.
<b>Revision:</b>	Replace the subsection with the following: The Department will measure the quantity as each individual unit furnished and installed. The Department will not measure additional junction boxes for greater depths than those identified in Plans, Aggregate (#57), backfilling, restoration of disturbed areas to the satisfaction of the Engineer, geotextile fabric, concrete, hot dipped galvanized cover, stainless steel screws, rubber gasket, and any associated hardware for payment and will consider them incidental to this item of work.
<b>Subsection:</b>	723.04.03 Trenching and Backfilling.
<b>Revision:</b>	Replace the second sentence with the following: The Department will not measure excavation, backfilling, underground utility warning tape, and the restoration of disturbed areas to original condition for payment and will consider them incidental to this item of work.
<b>Subsection:</b>	723.04.04 Open Cut Roadway.
<b>Revision:</b>	Replace the second sentence of the subsection with the following: The Department will not measure concrete, reinforcing steel, and asphalt for payment and will consider them incidental to this item of work.
<b>Subsection:</b>	723.04.05 Loop Wire.
<b>Revision:</b>	Replace the second sentence of the subsection with the following: The Department will not measure splice boots, cable rings, and any other necessary hardware for payment and will consider them incidental to this item of work.
<b>Subsection:</b>	723.04.06 Cable.
<b>Revision:</b>	Replace the second sentence of the subsection with the following: The Department will not measure splice boots, cable rings, and any other hardware for payment and will consider them incidental to this item of work.

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<b>Subsection:</b>	723.04.07 Pole-Wooden.
<b>Revision:</b>	Replace the second sentence of the subsection with the following: The Department will not measure excavation, backfilling, and restoring disturbed areas for payment and will consider them incidental to this item of work.
<b>Subsection:</b>	723.04.08 Steel Strain Pole.
<b>Revision:</b>	Replace the second sentence of the subsection with the following: The Department will not measure excavation, backfilling, and restoring disturbed areas for payment and will consider them incidental to this item of work.
<b>Subsection:</b>	723.04.09 Mast Arm Pole.
<b>Revision:</b>	Replace the second sentence of the subsection with the following: The Department will not measure anchor bolts, arms, mounting brackets, and any other necessary hardware for payment and will consider them incidental to this item of work.
<b>Subsection:</b>	723.04.10 Signal Pedestal.
<b>Revision:</b>	Replace the second sentence of the subsection with the following: The Department will not measure excavation, concrete, reinforcing steel, conduits, fittings, ground rods, ground wire, ground lugs, backfilling, restoring disturbed areas, and other necessary hardware for payment and will consider them incidental to this item of work.
<b>Subsection:</b>	723.04.11 Post.
<b>Revision:</b>	Replace the second sentence of the subsection with the following: The Department will not measure excavation, backfilling, and restoring disturbed areas for payment and will consider them incidental to this item of work.
<b>Subsection:</b>	723.04.12 Anchor.
<b>Revision:</b>	Replace the second sentence of the subsection with the following: . The Department will not measure down-guy, messenger, clamps, guy guard, or insulators, and possible installation in various soil conditions for payment and will consider them incidental to this item of work.
<b>Subsection:</b>	723.04.13 Messenger.
<b>Revision:</b>	Replace the second sentence of the subsection with the following: The Department will not measure strand vises, bolts, washers, and other necessary hardware for payment and will consider them incidental to this item of work.
<b>Subsection:</b>	723.04.14 Install Signal LED.
<b>Revision:</b>	Revise subsection title to 723.04.14 Install Beacon Controller - 2 Circuit.
<b>Subsection:</b>	723.04.14 Install Beacon Controller - 2 Circuit.
<b>Revision:</b>	Replace the subsection with the following: The Department will measure the quantity as each individual unit furnished and installed. The Department will not measure the controller housing, mounting equipment, S5-1 school zone sign, time clock, nema flasher, ground rods, ground wires, ground lugs, metering disconnect hardware, electrical inspection fees, and required building fees involving utility secondary/primary service for payment and will consider them incidental to this item of work.

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<b>Subsection:</b>	723.04.15 Loop Saw Slot and Fill.
<b>Revision:</b>	Replace the second sentence of the subsection with the following: The Department will not measure sawing, cleaning, filling induction loop saw slot, loop sealant, backer rod, drilling hole for conduit, and grout for payment and will consider them incidental to this item of work.
<b>Subsection:</b>	723.04.16 Pedestrian Detector.
<b>Revision:</b>	Replace the subsection with the following: The Department will measure the quantity as each individual unit furnished, installed and connected to pole/pedestal. The Department will not measure installing R10-3e signs, detector housing, and installing mounting hardware for sign for payment and will consider them incidental to this item of work.
<b>Subsection:</b>	723.04.17 Signal.
<b>Revision:</b>	Replace the second sentence of the subsection with the following: The Department will not measure furnishing and installing LED modules, retroreflective tape, back plates, and any other hardware for payment and will consider them incidental to this item of work.
<b>Subsection:</b>	723.04.18 Signal Controller- Type 170.
<b>Revision:</b>	Replace the second sentence of the subsection with the following: The Department will not measure the concrete base, mounting the cabinet, connecting the signal and detectors, excavation, backfilling, restoration, any necessary pole mounting hardware, electric service, electrical inspection fees, and building fees involving secondary/primary service for payment and will consider them incidental to this item of work. The Department will also not measure furnishing and connecting the induction of loop amplifiers, pedestrian isolators, load switches, model 400 modem card, electrical service conductors, conduits, anchors, meter base, fused cutout, fuses, ground rods, ground wires, and ground lugs for payment and will consider them incidental to this item of work.
<b>Subsection:</b>	723.04.19 Beacon Controller - 2 Circuit.
<b>Revision:</b>	Replace the second sentence of the subsection with the following: The Department will not measure the controller housing, mounting equipment, S5-1 school zone sign, time clock, nema flasher, ground rods, ground wires, ground lugs, metering disconnect hardware, electrical inspection fees, and required building fees involving utility secondary/primary service for payment and will consider them incidental to this item of work.
<b>Subsection:</b>	723.04.20 Install Signal Controller - Type 170.
<b>Revision:</b>	Replace the paragraph with the following: The Department will measure the quantity as each individual unit installed. The Department will not measure the concrete base, mounting the cabinet, connecting the signal and detectors, excavation, backfilling, restoration, any necessary pole mounting hardware, electric service, electrical inspection fees, and required building fees involving utility secondary/primary service for payment and will consider them incidental to this item of work. The Department will also not measure connecting the induction loop amplifiers, pedestrian isolators, load switches, model 400 modem card for payment and will consider them incidental to this item of work. The Department will also not measure furnishing and installing electrical service conductors, conduits, anchors, meter base, fused cutout, fuses, ground rods, ground lugs, and ground wires for payment and will consider them incidental to this item of work.
<b>Subsection:</b>	723.04.21 Install Steel Strain Pole.
<b>Revision:</b>	Replace the second sentence of the subsection with the following: The Department will not measure any necessary clamp assemblies for payment and will consider them incidental to this item of work.

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<b>Subsection:</b>	723.04.22 Remove Signal Equipment.
<b>Revision:</b>	Replace the paragraph with the following: The Department will measure the quantity by lump sum. The Department will not measure backfilling and the disposal or transportation of equipment and materials associated with any structural or electrical component of the signal system including, but not limited to pole bases, poles, junction boxes, cabinets, and wood poles for payment and will consider them incidental to this item of work.
<b>Subsection:</b>	723.04.23 Install Span/Pole Mounted Sign.
<b>Revision:</b>	Replace the second sentence of the subsection with the following: The Department will not measure the hanger or any other hardware necessary to install the sign for payment and will consider them incidental to this item of work.
<b>Subsection:</b>	723.04.24 Install Pedestrian Head LED.
<b>Revision:</b>	Insert the following sentence at the end of the paragraph: The Department will not measure the installation of LED modules and any other necessary hardware for payment and will consider them incidental to this item of work.
<b>Subsection:</b>	723.04.25 Install Signal LED.
<b>Revision:</b>	Insert the following sentence at the end of the paragraph: The Department will not measure the installation of LED modules, retroreflective tape, back plates, and any other necessary hardware for payment and will consider them incidental to this item of work.
<b>Subsection:</b>	723.04.26 Install Coordinating Unit.
<b>Revision:</b>	Replace the subsection with the following: The Department will measure the quantity as each individual unit installed. The Department will not measure radio, modem, cable(s), antenna(s), router, repeater, and any other necessary hardware for payment and will consider them incidental to this item of work.
<b>Subsection:</b>	723.04.27 Video Camera.
<b>Revision:</b>	Replace the second sentence of the subsection with the following: The Department will not measure video modules, mounting bracket, truss type arm, power cable, coaxial cable, and any other necessary hardware for payment and will consider them incidental to this item of work.
<b>Subsection:</b>	723.04.28 Install Pedestrian Detector Audible.
<b>Revision:</b>	Replace the second sentence with the following: The Department will not measure installing R10-3e sign, detector housing, and installing mounting hardware for payment and will consider them incidental to this item of work.
<b>Subsection:</b>	723.04.29 Audible Pedestrian Detector.
<b>Revision:</b>	Replace the second sentence with the following: The Department will not measure furnishing and installing the R10-3e sign, detector housing, and installing mounting hardware for payment and will consider them incidental to this item of work.
<b>Subsection:</b>	723.04.30 Bore and Jack Conduit.
<b>Revision:</b>	Replace the paragraph with the following: The Department will measure the quantity in linear feet. This item shall include all work necessary for boring and installing conduit under an existing roadway.



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<b>Subsection:</b>	723.04.31 Install Pedestrian Detector.
<b>Revision:</b>	Replace the paragraph with the following: The Department will measure the quantity as each individual unit installed and connected to pole/pedestal. The Department will not measure installing R 10-3e sign, detector housing, and installing mounting hardware for payment and will consider them incidental to this item of work.
<b>Subsection:</b>	723.04.32 Install Mast Arm Pole.
<b>Revision:</b>	Replace the second sentence with the following: The Department will not measure installation of arms, signal mounting brackets, anchor bolts, and any other necessary hardware for payment and will consider them incidental to this item of work.
<b>Subsection:</b>	723.04.33 Pedestal Post.
<b>Revision:</b>	Replace the second sentence with the following: The Department will not measure excavation, backfilling, restoration, furnishing and installing concrete, reinforcing steel, anchor bolts, conduit, fittings, ground rod, ground wire, ground lugs, or any other necessary hardware for payment and will consider them incidental to this item of work.
<b>Subsection:</b>	723.04.34 Span Mounted Sign.
<b>Revision:</b>	Revise subsection title to 723.04.34 Span/Pole-Mounted Sign.
<b>Subsection:</b>	723.04.34 Span/Pole-Mounted Sign.
<b>Revision:</b>	Replace the second sentence of the subsection with the following: The Department will not measure the hanger, sign, and any other necessary hardware for payment and will consider them incidental to this item of work.
<b>Subsection:</b>	723.04.35 Remove and Reinstall Coordinating Unit.
<b>Revision:</b>	Add the following sentence to the end of the subsection: The Department will not measure removing, storage, reinstalling, and connecting radio, modem, cable(s), antenna(s), router, repeater, and any other necessary hardware for payment and will consider them incidental to this item of work.
<b>Subsection:</b>	723.04.36 Traffic Signal Pole Base.
<b>Revision:</b>	Replace the second sentence of the subsection with the following: The Department will not measure excavation, backfilling, restoration, furnishing and installing reinforcing steel, anchor bolts, conduits, ground rods, ground wires, and ground lugs for payment and will consider them incidental to this item of work.
<b>Subsection:</b>	723.04.37 Install Signal Pedestal.
<b>Revision:</b>	Replace the second sentence of the subsection with the following: . The Department will not measure excavation, backfilling, restoration, furnishing and installing concrete, reinforcing steel, conduits, fittings, ground rod, ground wire, ground lugs, and any other necessary hardware for payment and will consider them incidental to this item of work.
<b>Subsection:</b>	723.04.38 Install Pedestal Post.
<b>Revision:</b>	Replace the second sentence of the subsection with the following: The Department will not measure excavation, backfilling, restoration, furnishing and installing concrete, reinforcing steel, conduit, fittings, ground rod, ground wire, ground lugs, and any other necessary hardware for payment and will consider them incidental to this item of work.
<b>Subsection:</b>	723.04.39 Install Antenna.
<b>Revision:</b>	Replace the second sentence of the subsection with the following: The Department will not measure any other materials necessary to complete the installation for payment and will consider them incidental to this item of work.



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<b>Subsection:</b>	723.05 PAYMENT.		
<b>Revision:</b>	Replace items 04810-04811, 20391NS835, 20392NS835,23052NN and add item number 24526ED under <u>Code</u> , <u>Pay Item</u> , and <u>Pay Unit</u> with the following:		
	<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>
	04810	Electrical Junction Box	Each
	04811	Electrical Junction Box Type B	Each
	20391NS835	Electrical Junction Box Type A	Each
	20392NS835	Electrical Junction Box Type C	Each
	23052NN	Span/Pole-Mounted Sign	Each
	24526ED	Install Beacon Controller 2 Cir	Each
<b>Subsection:</b>	801.01 REQUIREMENTS		
<b>Revision:</b>	Replace first sentence in paragraph one with the following: Provide Portland cement <i>or blended hydraulic cement</i> from approved mills listed in the Department's List of Approved Materials.		
<b>Subsection:</b>	801.01 REQUIREMENTS		
<b>Number:</b>	1)		
<b>Revision:</b>	Replace first sentence with the following: Type I, II, III, and IV <i>Portland cement</i> conforms to ASTM C 150.		
<b>Subsection:</b>	801.01 REQUIREMENTS		
<b>Number:</b>	3)		
<b>Revision:</b>	Replace the first sentence with the following: Type IP (≤20), Portland-pozzolan cement, conforms to ASTM C595, and the following additional requirements to Type IP (≤20).		
<b>Subsection:</b>	801.01 REQUIREMENTS		
<b>Number:</b>	3)		
<b>Part:</b>	b)		
<b>Revision:</b>	Delete part b)		
<b>Subsection:</b>	801.01 REQUIREMENTS		
<b>Number:</b>	3)		
<b>Part:</b>	c)		
<b>Revision:</b>	Rename Part c) to Part b) and replace the text with the following: The cement manufacturer shall furnish to the Engineer reports showing the results of tests performed on the fly ash used in the manufacture of the Type IP(≤20) cement shipped to the project.		
<b>Subsection</b>	801.01 REQUIREMENTS		
<b>Number:</b>	3)		
<b>Part:</b>	d)		
<b>Revision:</b>	Rename Part d) to Part c)		
<b>Subsection:</b>	801.01 REQUIREMENTS		
<b>Number:</b>	3)		
<b>Part:</b>	e)		
<b>Revision:</b>	Rename Part e) to Part d) and replace the text with the following: Use only one brand of Type IP(≤20) cement throughout the project, unless the Engineer approved a change in brand in writing.		
<b>Subsection:</b>	801.01 REQUIREMENTS		
<b>Number:</b>	4)		
<b>Revision:</b>	Replace first sentence with the following: Type IS(≤30), Portland blast furnace slag cement, conforms to ASTM C 595 and the following requirements:		

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<b>Subsection:</b>	801.01 REQUIREMENTS
<b>Number:</b>	4)
<b>Part:</b>	a)
<b>Revision:</b>	Replace part a) with the following: Use Grade 100 or 120 blast furnace slag cement conforming to the requirements of ASTM C 989.
<b>Subsection:</b>	801.01 REQUIREMENTS
<b>Number:</b>	4)
<b>Part:</b>	b)
<b>Revision:</b>	Delete part b)
<b>Subsection:</b>	801.01 REQUIREMENTS
<b>Number:</b>	4)
<b>Part:</b>	c)
<b>Revision:</b>	Rename Part c) to Part b) and replace the text with the following: The cement manufacturer shall furnish to the Engineer reports showing the results of the tests performed on the blast furnace slag cement used in the manufacturing of the Type IS( $\leq 30$ ) shipped to the project.
<b>Subsection:</b>	801.01 REQUIREMENTS
<b>Number:</b>	4)
<b>Part:</b>	d)
<b>Revision:</b>	Rename Part d) to Part c)
<b>Subsection:</b>	801.01 REQUIREMENTS
<b>Number:</b>	4)
<b>Part:</b>	e)
<b>Revision:</b>	Rename Part e) to Part d) and replace the text with the following: Use only one brand of Type IS( $\leq 30$ ) cement throughout the project, unless the Engineer approves otherwise.
<b>Subsection:</b>	801.01 REQUIREMENTS
<b>Number:</b>	5)
<b>Revision:</b>	Insert part 5) as the following: Type IL(5-15), Portland-limestone cement, conforms to ASTM C 595 and the following additional requirements:
<b>Subsection:</b>	801.01 REQUIREMENTS
<b>Number:</b>	5)
<b>Part:</b>	a)
<b>Revision:</b>	Insert part a) as the following: The cement manufacturer shall furnish to the Engineer reports showing the results of test performed on the limestone used in the manufacture of the Type IL cement shipped to the project.
<b>Subsection:</b>	801.01 REQUIREMENTS
<b>Number:</b>	5)
<b>Part:</b>	b)
<b>Revision:</b>	Insert part b) as the following: Use only one brand of Type IL cement throughout the project, unless the Engineer approves a brand change in writing.
<b>Subsection:</b>	801.01 REQUIREMENTS
<b>Number:</b>	5)
<b>Part:</b>	c)
<b>Revision:</b>	Insert part c) as the following: The Type IL blended cement shall be an intimate and uniform blend produced by intergrinding of the Portland cement and limestone.
<b>Subsection:</b>	804.01.02 Crushed Sand.
<b>Revision:</b>	Delete last sentence of the section.

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<b>Subsection:</b>	804.01.06 Slag.														
<b>Revision:</b>	Add subsection and following sentence. Provide blast furnace slag sand where permitted. The Department will allow steel slag sand only in asphalt surface applications.														
<b>Subsection:</b>	804.04 Asphalt Mixtures.														
<b>Revision:</b>	Replace the subsection with the following: Provide natural, crushed, conglomerate, or blast furnace slag sand, with the addition of filler as necessary, to meet gradation requirements. The Department will allow any combination of natural, crushed, conglomerate or blast furnace slag sand when the combination is achieved using cold feeds at the plant. The Engineer may allow other fine aggregates.														
<b>Subsection:</b>	806.03.01 General Requirements.														
<b>Revision:</b>	Replace the second sentence of the paragraph with the following: Additionally, the material must have a minimum solubility of 99.0 percent when tested according to AASHTO T 44 and PG 76-22 must exhibit a minimum recovery of 60 percent, with a J <sub>NR</sub> (non-recoverable creep compliance) between 0.1 and 0.5, when tested according to AASHTO TP 70.														
<b>Subsection:</b>	806.03.01 General Requirements.														
<b>Table:</b>	PG Binder Requirements and Price Adjustment Schedule														
<b>Revision:</b>	Replace the Elastic Recovery, % <sup>(3)</sup> (AASHTO T301) and all corresponding values in the table with the following: <table><tr><td><u>Test</u></td><td><u>Specification</u></td><td><u>100% Pay</u></td><td><u>90% Pay</u></td><td><u>80% Pay</u></td><td><u>70% Pay</u></td><td><u>50%Pay<sup>(1)</sup></u></td></tr><tr><td>MSCR recovery, % <sup>(3)</sup> (AASHTO TP 70)</td><td>60 Min.</td><td>≥58</td><td>56</td><td>55</td><td>54</td><td>&lt;53</td></tr></table>	<u>Test</u>	<u>Specification</u>	<u>100% Pay</u>	<u>90% Pay</u>	<u>80% Pay</u>	<u>70% Pay</u>	<u>50%Pay<sup>(1)</sup></u>	MSCR recovery, % <sup>(3)</sup> (AASHTO TP 70)	60 Min.	≥58	56	55	54	<53
<u>Test</u>	<u>Specification</u>	<u>100% Pay</u>	<u>90% Pay</u>	<u>80% Pay</u>	<u>70% Pay</u>	<u>50%Pay<sup>(1)</sup></u>									
MSCR recovery, % <sup>(3)</sup> (AASHTO TP 70)	60 Min.	≥58	56	55	54	<53									
<b>Subsection:</b>	806.03.01 General Requirements.														
<b>Table:</b>	PG Binder Requirements and Price Adjustment Schedule														
<b>Superscript:</b>	(3)														
<b>Revision:</b>	Replace <sup>(3)</sup> with the following: Perform testing at 64°C.														
<b>Subsection:</b>	808.07 Polypropylene Waterproofing Membrane.														
<b>Revision:</b>	Replace the paragraph and table with the following: Furnish a layered waterproofing membrane. The layers will consist of an internal puncture resistant woven polypropylene fabric sandwiched between two rubberized mastic layers. The mastic will have a heavy polyethylene membrane attached on the top and the bottom mastic layer will be covered by a protective release film.														
<b>Subsection:</b>	808.09 Acceptance.														
<b>Revision:</b>	Replace the reference to "KMIMS" in the second paragraph with SiteManager.														
<b>Subsection:</b>	811.10.04 Properties of the Coated Bar.														
<b>Part:</b>	B) Flexibility of Coating.														
<b>Revision:</b>	Replace the second sentence of the paragraph with the following: Ensure that the coated bars are capable of being bent to 180 degrees (after rebound) over a mandrel, without any visible evidence of cracking the coating.														
<b>Subsection:</b>	813.04 Gray Iron Castings.														
<b>Revision:</b>	Replace the reference to "AASHTO M105" with "ASTM A48".														
<b>Subsection:</b>	813.09.02 High Strength Steel Bolts, Nuts, and Washers.														
<b>Number:</b>	A) Bolts.														
<b>Revision:</b>	Delete first paragraph and "Hardness Number" Table. Replace with the following: A) Bolts. Conform to ASTM A325 (AASHTO M164) or ASTM A490 (AASHTO 253) as applicable.														

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<b>Subsection:</b>	814.04.02 Timber Guardrail Posts.
<b>Revision:</b>	Third paragraph, replace the reference to "AWPA C14" with "AWPA U1, Section B, Paragraph 4.1".
<b>Subsection:</b>	814.04.02 Timber Guardrail Posts.
<b>Revision:</b>	Replace the first sentence of the fourth paragraph with the following: Use any of the species of wood for round or square posts covered under AWPA U1.
<b>Subsection:</b>	814.04.02 Timber Guardrail Posts.
<b>Revision:</b>	Fourth paragraph, replace the reference to "AWPA C2" with "AWPA U1, Section B, Paragraph 4.1".
<b>Subsection:</b>	814.04.02 Timber Guardrail Posts.
<b>Revision:</b>	Delete the second sentence of the fourth paragraph.
<b>Subsection:</b>	814.05.02 Composite Plastic.
<b>Revision:</b>	1) Add the following to the beginning of the first paragraph: Select composite offset blocks conforming to this section and assure blocks are from a manufacturer included on the Department's List of Approved Materials. 2) Delete the last paragraph of the subsection.
<b>Subsection:</b>	816.07.02 Wood Posts and Braces.
<b>Revision:</b>	First paragraph, replace the reference to "AWPA C5" with "AWPA U1, Section B, Paragraph 4.1".
<b>Subsection:</b>	816.07.02 Wood Posts and Braces.
<b>Revision:</b>	Delete the second sentence of the first paragraph.
<b>Subsection:</b>	818.07 Preservative Treatment.
<b>Revision:</b>	First paragraph, replace all references to "AWPA C14" with "AWPA U1, Section A".
<b>Subsection:</b>	833.01.02 Sheeting Signs.
<b>Revision:</b>	Replace the second sentence with the following: Provide a thickness of 125 mils if any single edge dimension of the sign exceeds 3 feet.
<b>Subsection:</b>	834.14 Lighting Poles.
<b>Revision:</b>	Replace the first sentence with the following: Lighting pole design shall be in accordance with loading and allowable stress requirements of the AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals, 2013-6th Edition with current interims, with the exception of the following: The Cabinet will waive the requirement stated in the first sentence of Section 5.14.6.2 – Reinforced Holes and Cutouts for high mast poles (only). The minimum diameter at the base of the pole shall be 22 inches for high mast poles (only).
<b>Subsection</b>	834.14.03 High Mast Poles.
<b>Revision:</b>	Remove the second and fourth sentence from the first paragraph.
<b>Subsection</b>	834.14.03 High Mast Poles.
<b>Revision:</b>	Replace the third paragraph with the following: Provide calculations and drawings that are stamped by a Professional Engineer licensed in the Commonwealth of Kentucky.

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<b>Subsection:</b>	834.14.03 High Mast Poles.
<b>Revision:</b>	<p>Replace paragraph six with the following: Provide a pole section that conforms to ASTM A 595 grade A with a minimum yield strength of 55 KSI or ASTM A 572 with a minimum yield strength of 55 KSI. Use tubes that are round or 16 sided with a four inch corner radius, have a constant linear taper of .144 in/ft and contain only one longitudinal seam weld. Circumferential welded tube butt splices and laminated tubes are not permitted. Provide pole sections that are telescopically slip fit assembled in the field to facilitate inspection of interior surface welds and the protective coating. The minimum length of the telescopic slip splices shall be 1.5 times the inside diameter of the exposed end of the female section. Use longitudinal seam welds as commended in Section 5.15 of the AASHTO 2013 Specifications. The thickness of the transverse base shall not be less than 2 inches. Plates shall be integrally welded to the tubes with a telescopic welded joint or a full penetration groove weld with backup bar.</p> <p>The handhole cover shall be removable from the handhole frame. One the frame side opposite the hinge, provide a mechanism on the handhole cover/frame to place the Department's standard padlock as specified in Section 834.25. The handhole frame shall have two stainless studs installed opposite the hinge to secure the handhole cover to the frame which includes providing stainless steel wing nuts and washers. The handhole cover shall be manufactured from 0.25 inch thick galvanized steel (ASTM A 153) and have a neoprene rubber gasket that is permanently secured to the handhole frame to insure weather-tight protection. The hinge shall be manufactured from 7-guage stainless steel to provide adjustability to insure weather-tight fit for the cover. The minimum clear distance between the transverse plate and the bottom opening of the handhole shall not be less than the diameter of the bottom tube of the pole but needs to be at least 15 inches. Provide products that are hot-dip galvanized to the requirements of either ASTM A123 (fabricated products) or ASTM A 153 (hardware items).</p>
<b>Subsection:</b>	834.16 ANCHOR BOLTS.
<b>Revision:</b>	Insert the following sentence at the beginning of the paragraph: The anchor bolt design shall follow the NCHRP Report 494 Section 2.4 and NCHRP 469 Appendix A Specifications.
<b>Subsection:</b>	834.17.01 Conventional.
<b>Revision:</b>	Add the following sentence after the second sentence: Provide a waterproof sticker mounted on the bottom of the housing that is legible from the ground and indicates the wattage of the fixture by providing the first two numbers of the wattage.
<b>Subsection:</b>	834.21.01 Waterproof Enclosures.
<b>Revision:</b>	<p>Replace the last five sentences in the second paragraph with the following sentences: Provide a cabinet door with a louvered air vent, filter-retaining brackets and an easy to clean metal filter. Provide a cabinet door that is keyed with a factory installed standard no. 2 corbin traffic control key. Provide a light fixture with switch and bulb. Use a 120-volt fixture and utilize a L.E.D. bulb (equivalent to 60 watts minimum). Fixture shall be situated at or near the top of the cabinet and illuminate the contents of the cabinet. Provide a 120 VAC GFI duplex receptacle in the enclosure with a separate 20 amp breaker.</p>

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<b>Subsection:</b>	835.07 Traffic Poles.
<b>Revision:</b>	Replace the first sentence of the first paragraph with the following: Pole diameter and wall thickness shall be calculated in accordance with the AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals, 2013-6th Edition with current interims.
<b>Subsection:</b>	835.07 Traffic Poles.
<b>Revision:</b>	*Replace the first sentence of the fourth paragraph with the following: Ensure transverse plates have a thickness $\geq 2$ inches. *Add the following sentence to the end of the fourth paragraph: The bottom pole diameter shall not be less than 16.25 inches.
<b>Subsection:</b>	835.07 Traffic Poles.
<b>Revision:</b>	Replace the third sentence of the fifth paragraph with the following: For anchor bolt design, pole forces shall be positioned in such a manner to maximize the force on any individual anchor bolt regardless of the actual anchor bolt orientation with the pole.
<b>Subsection:</b>	835.07 Traffic Poles.
<b>Revision:</b>	Replace the first and second sentence of the sixth paragraph with the following: The pole handhole shall be 25 inches by 6.5 inches. The handhole cover shall be removable from the handhole frame. On the frame side opposite the hinge, provide a mechanism on the handhole cover/frame to place the Department's standard padlock as specified in Section 834.25. The handhole frame shall have two stainless studs installed opposite the hinge to secure the handhole cover to the frame which includes providing stainless steel wing nuts and washers. The handhole cover shall be manufactured from 0.25 inch thick galvanized steel (ASTM 153) and have a neoprene rubber gasket that is permanently secured to the handhole frame to insure weather-tight protection. The hinge shall be manufactured from 7 gauge stainless steel to provide adjustability to insure a weather-tight fit for the cover. The minimum clear distance between the transverse plate and the bottom opening of the handhole shall not be less than the diameter of the bottom tube but needs to be at least 12 inches.
<b>Subsection:</b>	835.07 Traffic Poles.
<b>Revision:</b>	*Replace the first sentence of the last paragraph with the following: Provide calculations and drawings that are stamped by a Professional Engineer licensed in the Commonwealth of Kentucky. *Replace the third sentence of the last paragraph with the following: All tables referenced in 835.07 are found in the AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals, 2013-6th Edition with current interims.
<b>Subsection:</b>	835.07.01 Steel Strain Poles.
<b>Revision:</b>	Replace the second sentence of the second paragraph with the following: The detailed analysis shall be certified by a Professional Engineer licensed in the Commonwealth of Kentucky.
<b>Subsection:</b>	835.07.01 Steel Strain Poles.
<b>Revision:</b>	Replace number 7. after the second paragraph with the following: 7. Fatigue calculations should be shown for all fatigue related connections. Provide the corresponding detail, stress category and example from table 11.9.3.1-1.
<b>Subsection:</b>	835.07.02 Mast Arm Poles.
<b>Revision:</b>	Replace the second sentence of the fourth paragraph with the following: The detailed analysis shall be certified by a Professional Engineer licensed in the Commonwealth of Kentucky.

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<b>Subsection:</b>	835.07.02 Mast Arm Poles.		
<b>Revision:</b>	Replace number 7) after the fourth paragraph with the following: 7) Fatigue calculations should be shown for all fatigue related connections. Provide the corresponding detail, stress category and example from table 11.9.3.1-1.		
<b>Subsection:</b>	835.07.03 Anchor Bolts.		
<b>Revision:</b>	Add the following to the end of the paragraph: There shall be two steel templates (one can be used for the headed part of the anchor bolt when designed in this manner) provided per pole. Templates shall be contained within a 26.5 inch diameter. All templates shall be fully galvanized (ASTM A 153).		
<b>Subsection:</b>	835.16.05 Optical Units.		
<b>Revision:</b>	Replace the 3rd paragraph with the following: The list of certified products can be found on the following website: <a href="http://www.intertek.com">http://www.intertek.com</a> .		
<b>Subsection:</b>	835.19.01 Pedestrian Detector Body.		
<b>Revision:</b>	Replace the first sentence with the following: Provide a four holed pole mounted aluminum rectangular housing that is compatible with the pedestrian detector.		
<b>Subsection:</b>	843.01.01 Geotextile Fabric.		
<b>Table:</b>	TYPE I FABRIC GEOTEXTILES FOR SLOPE PROTECTION AND CHANNEL LINING		
<b>Revision:</b>	Add the following to the chart:		
	<u>Property</u>	<u>Minimum Value<sup>(1)</sup></u>	<u>Test Method</u>
	CBR Puncture (lbs)	494	ASTM D6241
	Permittivity (1/s)	0.7	ASTM D4491
<b>Subsection:</b>	843.01.01 Geotextile Fabric.		
<b>Table:</b>	TYPE II FABRIC GEOTEXTILES FOR UNDERDRAINS		
<b>Revision:</b>	Add the following to the chart:		
	<u>Property</u>	<u>Minimum Value<sup>(1)</sup></u>	<u>Test Method</u>
	CBR Puncture (lbs)	210	ASTM D6241
	Permittivity (1/s)	0.5	ASTM D4491
<b>Subsection:</b>	843.01.01 Geotextile Fabric.		
<b>Table:</b>	TYPE III FABRIC GEOTEXTILES FOR SUBGRADE OR EMBANKMENT STABILIZATION		
<b>Revision:</b>	Add the following to the chart:		
	<u>Property</u>	<u>Minimum Value<sup>(1)</sup></u>	<u>Test Method</u>
	CBR Puncture (lbs)	370	ASTM D6241
	Permittivity (1/s)	0.05	ASTM D4491
<b>Subsection:</b>	843.01.01 Geotextile Fabric.		
<b>Table:</b>	TYPE IV FABRIC GEOTEXTILES FOR EMBANKMENT DRAINAGE BLANKETS AND PAVEMENT EDGE DRAINS		
<b>Revision:</b>	Add the following to the chart:		
	<u>Property</u>	<u>Minimum Value<sup>(1)</sup></u>	<u>Test Method</u>
	CBR Puncture (lbs)	309	ASTM D6241
	Permittivity (1/s)	0.5	ASTM D4491

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<b>Subsection:</b>	843.01.01 Geotextile Fabric.		
<b>Table:</b>	TYPE V HIGH STRENGTH GEOTEXTILE FABRIC		
<b>Revision:</b>	Make the following changes to the chart:		
	<u>Property</u>	<u>Minimum Value<sup>(1)</sup></u>	<u>Test Method</u>
	CBR Puncture (lbs)	618	ASTM D6241
	Apparent Opening Size	U.S. #40 <sup>(3)</sup>	ASTM D4751
	<sup>(3)</sup> Maximum average roll value.		



## **SPECIAL NOTE FOR PORTABLE CHANGEABLE MESSAGE SIGNS**

This Special Note will apply when indicated on the plans or in the proposal.

**1.0 DESCRIPTION.** Furnish, install, operate, and maintain variable message signs at the locations shown on the plans or designated by the Engineer. Remove and retain possession of variable message signs when they are no longer needed on the project.

## **2.0 MATERIALS.**

**2.1 General.** Use LED Variable Message Signs Class I, II, or III, as appropriate, from the Department's List of Approved Materials.

Unclassified signs may be submitted for approval by the Engineer. The Engineer may require a daytime and nighttime demonstration. The Engineer will make a final decision within 30 days after all required information is received.

**2.2 Sign and Controls.** All signs must:

- 1) Provide 3-line messages with each line being 8 characters long and at least 18 inches tall. Each character comprises 35 pixels.
- 2) Provide at least 40 preprogrammed messages available for use at any time. Provide for quick and easy change of the displayed message; editing of the message; and additions of new messages.
- 3) Provide a controller consisting of:
  - a) Keyboard or keypad.
  - b) Readout that mimics the actual sign display. (When LCD or LCD type readout is used, include backlighting and heating or otherwise arrange for viewing in cold temperatures.)
  - c) Non-volatile memory or suitable memory with battery backup for storing pre-programmed messages.
  - d) Logic circuitry to control the sequence of messages and flash rate.
- 4) Provide a serial interface that is capable of supporting complete remote control ability through land line and cellular telephone operation. Include communication software capable of immediately updating the message, providing complete sign status, and allowing message library queries and updates.
- 5) Allow a single person easily to raise the sign to a satisfactory height above the pavement during use, and lower the sign during travel.
- 6) Be Highway Orange on all exterior surfaces of the trailer, supports, and controller cabinet.
- 7) Provide operation in ambient temperatures from -30 to + 120 degrees Fahrenheit during snow, rain and other inclement weather.
- 8) Provide the driver board as part of a module. All modules are interchangeable, and have plug and socket arrangements for disconnection and reconnection. Printed circuit boards associated with driver boards have a conformable coating to protect against moisture.
- 9) Provide a sign case sealed against rain, snow, dust, insects, etc. The lens is UV stabilized clear plastic (polycarbonate, acrylic, or other approved material) angled to prevent glare.
- 10) Provide a flat black UV protected coating on the sign hardware, character PCB, and appropriate lens areas.
- 11) Provide a photocell control to provide automatic dimming.

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- 12) Allow an on-off flashing sequence at an adjustable rate.
- 13) Provide a sight to aim the message.
- 14) Provide a LED display color of approximately 590 nm amber.
- 15) Provide a controller that is password protected.
- 16) Provide a security device that prevents unauthorized individuals from accessing the controller.
- 17) Provide the following 3-line messages preprogrammed and available for use when the sign unit begins operation:

/KEEP/RIGHT/⇒⇒⇒/	/MIN/SPEED/**MPH/
/KEEP/LEFT/⇐⇐⇐/	/ICY/BRIDGE/AHEAD/ /ONE
/LOOSE/GRAVEL/AHEAD/	LANE/BRIDGE/AHEAD/
/RD WORK/NEXT/**MILES/	/ROUGH/ROAD/AHEAD/
/TWO WAY/TRAFFIC/AHEAD/	/MERGING/TRAFFIC/AHEAD/
/PAINT/CREW/AHEAD/	/NEXT/***/MILES/
/REDUCE/SPEED/**MPH/	/HEAVY/TRAFFIC/AHEAD/
/BRIDGE/WORK/***() FT/	/SPEED/LIMIT/**MPH/
/MAX/SPEED/**MPH/	/BUMP/AHEAD/
/SURVEY/PARTY/AHEAD/	/TWO/WAY/TRAFFIC/

\*Insert numerals as directed by the Engineer.

Add other messages during the project when required by the Engineer.

### 2.3 Power.

- 1) Design solar panels to yield 10 percent or greater additional charge than sign consumption. Provide direct wiring for operation of the sign or arrow board from an external power source to provide energy backup for 21 days without sunlight and an on-board system charger with the ability to recharge completely discharged batteries in 24 hours.

**3.0 CONSTRUCTION.** Furnish and operate the variable message signs as designated on the plans or by the Engineer. Ensure the bottom of the message panel is a minimum of 7 feet above the roadway in urban areas and 5 feet above in rural areas when operating. Use Class I, II, or III signs on roads with a speed limit less than 55 mph. Use Class I or II signs on roads with speed limits 55 mph or greater.

Maintain the sign in proper working order, including repair of any damage done by others, until completion of the project. When the sign becomes inoperative, immediately repair or replace the sign. Repetitive problems with the same unit will be cause for rejection and replacement.

Use only project related messages and messages directed by the Engineer, unnecessary messages lessen the impact of the sign. Ensure the message is displayed in either one or 2 phases with each phase having no more than 3 lines of text. When no message is needed, but it is necessary to know if the sign is operable, flash only a pixel.

When the sign is not needed, move it outside the clear zone or where the Engineer directs. Variable Message Signs are the property of the Contractor and shall be removed from the project when no longer needed. The Department will not assume ownership of these signs.

**4.0 MEASUREMENT.** The final quantity of Variable Message Sign will be

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the actual number of individual signs acceptably furnished and operated during the project. The Department will not measure signs replaced due to damage or rejection.

**5.0 PAYMENT.** The Department will pay for the Variable Message Signs at the unit price each. The Department will not pay for signs replaced due to damage or rejection. Payment is full compensation for furnishing all materials, labor, equipment, and service necessary to, operate, move, repair, and maintain or replace the variable message signs. The Department will make payment for the completed and accepted quantities under the following:

<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>
02671	Portable Changeable Message Sign	Each

Effective June 15, 2012

2016 KENTUCKY STANDARD DRAWINGS

SUPPLEMENTS TO STANDARD SPECIFICATIONS

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## **PART III**

### **EMPLOYMENT, WAGE AND RECORD REQUIREMENTS**

FHWA-1273 -- Revised May 1, 2012

## **REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

### **ATTACHMENTS**

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

### **I. GENERAL**

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

### **II. NONDISCRIMINATION**

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

**6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are



applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

**10. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## 3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees

##### a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

## VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

#### **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

#### **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

##### **1. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.



i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

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**2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
- (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and
- (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the



department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

**KENTUCKY TRANSPORTATION CABINET  
DEPARTMENT OF HIGHWAYS**

**EMPLOYMENT REQUIREMENTS  
RELATING TO  
NONDISCRIMINATION OF EMPLOYEES  
(APPLICABLE TO FEDERAL-AID SYSTEM CONTRACTS)**

**AN ACT OF THE KENTUCKY GENERAL ASSEMBLY  
TO PREVENT DISCRIMINATION IN EMPLOYMENT**

**KRS CHAPTER 344  
EFFECTIVE JUNE 16, 1972**

The contract on this project, in accordance with KRS Chapter 344, provides that during the performance of this contract, the contractor agrees as follows:

1. The contractor shall not fail or refuse to hire, or shall not discharge any individual, or otherwise discriminate against an individual with respect to his compensation, terms, conditions, or privileges of employment, because of such individual's race, color, religion, national origin, sex, disability or age (between forty and seventy); or limit, segregate, or classify his employees in any way which would deprive or tend to deprive an individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individual's race, color, religion, national origin, sex, disability or age (between forty and seventy). The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The contractor shall not print or publish or cause to be printed or published a notice or advertisement relating to employment by such an employer or membership in or any classification or referral for employment by the employment agency, indicating any preference, limitation, specification, or discrimination, based on race, color, religion, national origin, sex, disability or age (between forty and seventy), except that such notice or advertisement may indicate a preference, limitation, or specification based on religion, or national origin when religion, or national origin is a bona fide occupational qualification for employment.

3. If the contractor is in control of apprenticeship or other training or retraining, including on-the-job training programs, he shall not discriminate against an individual because of his race, color, religion, national origin, sex, disability or age (between forty and seventy), in admission to, or employment in any program established to

provide apprenticeship or other training.

4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non-compliance.

REVISED: 12-3-92

### **Standard Title VI/Non-Discrimination Assurances**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, **Federal Highway Administration**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the **Federal Highway Administration** to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the **Federal Highway Administration**, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the **Federal Highway Administration** may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the **Federal Highway Administration** may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

### **Standard Title VI/Non-Discrimination Statutes and Authorities**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

## EXECUTIVE BRANCH CODE OF ETHICS

In the 1992 regular legislative session, the General Assembly passed and Governor Brereton Jones signed Senate Bill 63 (codified as KRS 11A), the Executive Branch Code of Ethics, which states, in part:

KRS 11A.040 (6) provides:

No present or former public servant shall, within six (6) months of following termination of his office or employment, accept employment, compensation or other economic benefit from any person or business that contracts or does business with the state in matters in which he was directly involved during his tenure. This provision shall not prohibit an individual from returning to the same business, firm, occupation, or profession in which he was involved prior to taking office or beginning his term of employment, provided that, for a period of six (6) months, he personally refrains from working on any matter in which he was directly involved in state government. This subsection shall not prohibit the performance of ministerial functions, including, but not limited to, filing tax returns, filing applications for permits or licenses, or filing incorporation papers.

KRS 11A.040 (8) states:

A former public servant shall not represent a person in a matter before a state agency in which the former public servant was directly involved, for a period of one (1) year after the latter of:

- a) The date of leaving office or termination of employment; or
- b) The date the term of office expires to which the public servant was elected.

This law is intended to promote public confidence in the integrity of state government and to declare as public policy the idea that state employees should view their work as a public trust and not as a way to obtain private benefits.

If you have worked for the executive branch of state government within the past six months, you may be subject to the law's prohibitions. The law's applicability may be different if you hold elected office or are contemplating representation of another before a state agency.

Also, if you are affiliated with a firm which does business with the state and which employs former state executive-branch employees, you should be aware that the law may apply to them.

In case of doubt, the law permits you to request an advisory opinion from the Executive Branch Ethics Commission, Room 136, Capitol Building, 700 Capitol Avenue, Frankfort, Kentucky 40601; telephone (502) 564-7954.

General Decision Number: KY160100 08/26/2016 KY100

Superseded General Decision Number: KY20150100

State: Kentucky

Construction Type: Highway

Counties: Anderson, Bath, Bourbon, Boyd, Boyle, Bracken, Breckinridge, Bullitt, Carroll, Carter, Clark, Elliott, Fayette, Fleming, Franklin, Gallatin, Grant, Grayson, Greenup, Hardin, Harrison, Henry, Jefferson, Jessamine, Larue, Lewis, Madison, Marion, Mason, Meade, Mercer, Montgomery, Nelson, Nicholas, Oldham, Owen, Robertson, Rowan, Scott, Shelby, Spencer, Trimble, Washington and Woodford Counties in Kentucky.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/08/2016
1	02/19/2016
2	03/25/2016
3	06/03/2016
4	06/24/2016
5	07/01/2016
6	07/08/2016
7	07/22/2016
8	08/26/2016

BRIN0004-003 06/01/2011

BRECKENRIDGE COUNTY

	Rates	Fringes
BRICKLAYER.....	\$ 24.11	10.07
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BRKY0001-005 06/01/2015

BULLITT, CARROLL, GRAYSON, HARDIN, HENRY, JEFFERSON, LARUE,

MARION, MEADE, NELSON, OLDHAM, SHELBY, SPENCER, & TRIMBLE  
COUNTIES:

	Rates	Fringes
BRICKLAYER.....	\$ 25.96	10.64
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BRKY0002-006 06/01/2011		

BRACKEN, GALLATIN, GRANT, MASON & ROBERTSON COUNTIES:

	Rates	Fringes
BRICKLAYER.....	\$ 26.57	10.26
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BRKY0007-004 06/01/2016		

BOYD, CARTER, ELLIOT, FLEMING, GREENUP, LEWIS & ROWAN COUNTIES:

	Rates	Fringes
BRICKLAYER.....	\$ 32.20	18.27
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BRKY0017-004 06/01/2015		

ANDERSON, BATH, BOURBON, BOYLE, CLARK, FAYETTE, FRANKLIN,  
HARRISON, JESSAMINE, MADISON, MERCER, MONTGOMERY, NICHOLAS,  
OWEN, SCOTT, WASHINGTON & WOODFORD COUNTIES:

	Rates	Fringes
BRICKLAYER.....	\$ 24.79	11.72
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CARP0064-001 05/01/2015		

	Rates	Fringes
CARPENTER.....	\$ 27.50	16.06
Diver.....	\$ 41.63	16.06
PILEDRIVERMAN.....	\$ 27.75	16.06
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ELEC0212-008 06/06/2016		

BRACKEN, GALLATIN and GRANT COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 27.47	17.13
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ELEC0212-014 12/01/2014		

BRACKEN, GALLATIN & GRANT COUNTIES:

	Rates	Fringes
Sound & Communication Technician.....	\$ 22.75	10.08
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ELEC0317-012 05/28/2014

BOYD, CARTER, ELLIOT & ROWAN COUNTIES:

	Rates	Fringes
ELECTRICIAN		
Cable Splicer.....	\$ 32.68	18.13
Electrician.....	\$ 32.62	21.45

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ELEC0369-007 06/01/2016

ANDERSON, BATH, BOURBON, BOYLE, BRECKINRIDGE, BULLITT, CARROLL,  
CLARK, FAYETTE, FRAONKLIN, GRAYSON, HARDIN, HARRISON, HENRY,  
JEFFERSON, JESSAMINE, LARUE, MADISON, MARION, MEADE, MERCER,  
MONTGOMERY, NELSON, NICHOLAS, OLDHAM, OWEN, ROBERTSON, SCOTT,  
SHELBY, SPENCER, TRIMBLE, WASHINGTON, & WOODFORD COUNTIES:

	Rates	Fringes
ELECTRICIAN.....	\$ 30.56	16.10

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ELEC0575-002 06/02/2014

FLEMING, GREENUP, LEWIS & MASON COUNTIES:

	Rates	Fringes
ELECTRICIAN.....	\$ 31.70	14.21

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ENGI0181-018 07/01/2015

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 29.95	14.40
GROUP 2.....	\$ 27.26	14.40
GROUP 3.....	\$ 27.68	14.40
GROUP 4.....	\$ 26.96	14.40

OPERATING ENGINEER CLASSIFICATIONS

GROUP 1 - A-Frame Winch Truck; Auto Patrol; Backfiller;  
Batcher Plant; Bituminous Paver; Bituminous Transfer  
Machine; Boom Cat; Bulldozer; Mechanic; Cableway; Carry-All  
Scoop; Carry Deck Crane; Central Compressor Plant; Cherry  
Picker; Clamshell; Concrete Mixer (21 cu. ft. or Over);  
Concrete Paver; Truck-Mounted Concrete Pump; Core Drill;  
Crane; Crusher Plant; Derrick; Derrick Boat; Ditching &  
Trenching Machine; Dragline; Dredge Operator; Dredge  
Engineer; Elevating Grader & Loaders; Grade-All; Gurries;  
Heavy Equipment Robotics Operator/Mechanic; High Lift;  
Hoe-Type Machine; Hoist (Two or More Drums); Hoisting  
Engine (Two or More Drums); Horizontal Directional Drill  
Operator; Hydrocrane; Hyster; KeCal Loader; LeTourneau;  
Locomotive; Mechanic; Mechanically Operated Laser Screed;  
Mechanic Welder; Mucking Machine; Motor Scraper; Orangepeel  
Bucket; Overhead Crane; Piledriver; Power Blade; Pumpcrete;  
Push Dozer; Rock Spreader, attached to equipment; Rotary

Drill; Roller (Bituminous); Rough Terrain Crane; Scarifier;  
Scoopmobile; Shovel; Side Boom; Subgrader; Tailboom;  
Telescoping Type Forklift; Tow or Push Boat; Tower Crane  
(French, German & other types); Tractor Shovel; Truck  
Crane; Tunnel Mining Machines, including Moles, Shields or  
similar types of Tunnel Mining Equipment

GROUP 2 - Air Compressor (Over 900 cu. ft. per min.);  
Bituminous Mixer; Boom Type Tamping Machine; Bull Float;  
Concrete Mixer (Under 21 cu. ft.); Dredge Engineer;  
Electric Vibrator; Compactor/Self-Propelled Compactor;  
Elevator (One Drum or Buck Hoist); Elevator (When used to  
Hoist Building Material); Finish Machine; Firemen & Hoist  
(One Drum); Flexplane; Forklift (Regardless of Lift  
Height); Form Grader; Joint Sealing Machine; Outboard Motor  
Boat; Power Sweeper (Riding Type); Roller (Rock); Ross  
Carrier; Skid Mounted or Trailer Mounted Concrete Pump; Skid  
Steer Machine with all Attachments; Switchman or Brakeman;  
Throttle Valve Person; Tractair & Road Widening Trencher;  
Tractor (50 H.P. or Over); Truck Crane Oiler; Tugger;  
Welding Machine; Well Points; & Whirley Oiler

GROUP 3 - All Off Road Material Handling Equipment,  
including Articulating Dump Trucks; Greaser on Grease  
Facilities servicing Heavy Equipment

GROUP 4 - Bituminous Distributor; Burlap & Curing Machine;  
Cement Gun; Concrete Saw; Conveyor; Deckhand Oiler; Grout  
Pump; Hydraulic Post Driver; Hydro Seeder; Mud Jack; Oiler;  
Paving Joint Machine; Power Form Handling Equipment; Pump;  
Roller (Earth); Steerman; Tamping Machine; Tractor (Under  
50 H.P.); & Vibrator

CRANES - with booms 150 ft. & Over (Including JIB), and where  
the length of the boom in combination with the length of  
the piling leads equals or exceeds 150 ft. - \$1.00 over  
Group 1 rate

EMPLOYEES ASSIGNED TO WORK BELOW GROUND LEVEL ARE TO BE PAID  
10%  
ABOVE BASIC WAGE RATE. THIS DOES NOT APPLY TO OPEN CUT WORK.

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IRON0044-009 06/01/2015

BRACKEN, GALLATIN, GRANT, HARRISON, ROBERTSON,  
BOURBON (Northern third, including Townships of Jackson,  
Millersburg, Ruddel Mills & Shawhan);  
CARROLL (Eastern third, including the Township of Ghent);  
FLEMING (Western part, excluding Townships of Beechburg, Colfax,  
Elizaville, Flemingsburg, Flemingsburg Junction, Foxport,  
Grange City, Hillsboro, Hilltop, Mount Carmel, Muses Mills,  
Nepton, Pecksridge, Plummers Landing, Plummers Mill, Poplar  
Plains, Ringos Mills, Tilton & Wallingford);  
MASON (Western two-thirds, including Townships of Dover,  
Lewisburg, Mays Lick, Maysville, Minerva, Moranburg,  
Murphysville, Ripley, Sardis, Shannon, South Ripley &  
Washington);  
NICHOLAS (Townships of Barefoot, Barterville, Carlisle,  
Ellisville, Headquarters, Henryville, Morningglory, Myers &

Oakland Mills);  
OWEN (Townships of Beechwood, Bromley, Fairbanks, Holbrook, Jonesville, Long Ridge, Lusby's Mill, New, New Columbus, New Liberty, Owenton, Poplar Grove, Rockdale, Sanders, Teresita & Wheatley);  
SCOTT (Northern two-thirds, including Townships of Biddle, Davis, Delaplain, Elmville, Longlick, Muddy Ford, Oxford, Rogers Gap, Sadieville, Skinnersburg & Stonewall)

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 23.76	19.15
Structural.....	\$ 26.40	19.15
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IRON0070-006 06/01/2016		

ANDERSON, BOYLE, BRECKINRIDGE, BULLITT, FAYETTE, FRANKLIN, GRAYSON, HARDIN, HENRY, JEFFERSON, JESSAMINE, LARUE, MADISON, MARION, MEADE, MERCER, NELSON, OLDHAM, SHELBY, SPENCER, TRIMBLE, WASHINGTON & WOODFORD  
BOURBON (Southern two-thirds, including Townships of Austerlity, Centerville, Clintonville, Elizabeth, Hutchison, Littlerock, North Middletown & Paris);  
CARROLL (Western two-thirds, including Townships of Carrollton, Easterday, English, Locust, Louis, Prestonville & Worthville);  
CLARK (Western two-thirds, including Townships of Becknerville, Flanagan, Ford, Pine Grove, Winchester & Wyandotte);  
OWEN (Eastern eighth, including Townships of Glenmary, Gratz, Monterey, Perry Park & Tacketts Mill);  
SCOTT (Southern third, including Townships of Georgetown, Great Crossing, Newtown, Stampling Ground & Woodlake);

	Rates	Fringes
IRONWORKER.....	\$ 27.91	21.11
-----		
IRON0372-006 06/15/2015		

BRACKEN, GALLATIN, GRANT, HARRISON and ROBERTSON  
BOURBON (Northern third, including Townships of Jackson, Millersburg, Ruddel Mills & Shawhan);  
CARROLL (Eastern third, including the Township of Ghent);  
FLEMING (Western part, Excluding Townships of Beechburg, Colfax, Elizaville, Flemingsburg, Flemingsburg Junction, Foxport, Grange City, Hillsboro, Hilltop, Mount Carmel, Muses Mills, Nepton, Pecksridge, Plummers Landing, Plummers Mill, Poplar Plains, Ringos Mills, Tilton & Wallingford);  
MASON (Western two-thirds, including Townships of Dover, Lewisburg, Mays Lick, Maysville, Minerva, Moranburg, Murphysville, Ripley, Sardis, Shannon, South Ripley & Washington);  
NICHOLAS (Townships of Barefoot, Barterville, Carlisle, Ellisville, Headquarters, Henryville, Morningglory, Myers & Oakland Mills);  
OWEN (Townships of Beechwood, Bromley, Fairbanks, Holbrook, Jonesville, Long Ridge, Lusby's Mill, New, New Columbus, New

Liberty, Owenton, Poplar Grove, Rockdale, Sanders, Teresita & Wheatley);  
SCOTT (Northern two-thirds, including Townships of Biddle, Davis, Delaplain, Elmville, Longlick, Muddy Ford, Oxford, Rogers Gap, Sadieville, Skinnersburg & Stonewall) COUNTIES

	Rates	Fringes
IRONWORKER, REINFORCING.....	\$ 27.00	19.00
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IRON0769-007 06/01/2016

BATH, BOYD, CARTER, ELLIOTT, GREENUP, LEWIS, MONTGOMERY & ROWAN CLARK (Eastern third, including townships of Bloomingdale, Hunt, Indian Fields, Kiddville, Loglick, Rightangele & Thomson);  
FLEMING (Townships of Beechburg, Colfax, Elizaville, Flemingsburg, Flemingsburg Junction, Foxport, Grange City, Hillsboro, Hilltop, Mount Carmel, Muses Mills, Nepton, Pecksville, Plimmers Landing, Plimmers Mill, Poplar Plains, Ringos Mills, Tilton & Wallingford);  
MASON (Eastern third, including Townships of Helena, Marshall, Orangeburg, Plumville & Springdale);  
NICHOLAS (Eastern eighth, including the Township of Moorefield Sprout)

	Rates	Fringes
IRONWORKER		
ZONE 1.....	\$ 31.33	23.47
ZONE 2.....	\$ 31.73	23.47
ZONE 3.....	\$ 33.33	23.47

ZONE 1 - Up to 10 mile radius of Union Hall, Ashland, Ky.,  
1643 Greenup Ave.

ZONE 2 - 10 to 50 mile radius of Union Hall, Ashland, Ky.,  
1643 Greenup Ave.

ZONE 3 - 50 mile radius & over of Union Hall, Ashland, Ky.,  
1643 Greenup Ave.

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LABO0189-003 07/01/2016

BATH, BOURBON, BOYD, BOYLE, BRACKEN, CARTER, CLARK, ELLIOTT, FAYETTE, FLEMING, FRANKLIN, GALLATIN, GRANT, GREENUP, HARRISON, JESSAMINE, LEWIS, MADISON, MASON, MERCER, MONTGOMERY, NICHOLAS, OWEN, ROBERTSON, ROWAN, SCOTT, & WOOLFORD COUNTIES

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 22.75	12.84
GROUP 2.....	\$ 23.00	12.84
GROUP 3.....	\$ 23.05	12.84
GROUP 4.....	\$ 23.65	12.84

LABORERS CLASSIFICATIONS

GROUP 1 - Aging & Curing of Concrete; Asbestos Abatement Worker; Asphalt Plant; Asphalt; Batch Truck Dump; Carpenter Tender; Cement Mason Tender; Cleaning of Machines; Concrete; Demolition; Dredging; Environmental - Nuclear, Radiation, Toxic & Hazardous Waste - Level D; Flagperson; Grade Checker; Hand Digging & Hand Back Filling; Highway Marker Placer; Landscaping, Mesh Handler & Placer; Puddler; Railroad; Rip-rap & Grouter; Right-of-Way; Sign, Guard Rail & Fence Installer; Signal Person; Sound Barrier Installer; Storm & Sanitary Sewer; Swamper; Truck Spotter & Dumper; Wrecking of Concrete Forms; General Cleanup

GROUP 2 - Batter Board Man (Sanitary & Storm Sewer); Brickmason Tender; Mortar Mixer Operator; Scaffold Builder; Burner & Welder; Bushhammer; Chain Saw Operator; Concrete Saw Operator; Deckhand Scow Man; Dry Cement Handler; Environmental - Nuclear, Radiation, Toxic & Hazardous Waste - Level C; Forklift Operator for Masonary; Form Setter; Green Concrete Cutting; Hand Operated Grouter & Grinder Machine Operator; Jackhammer; Pavement Breaker; Paving Joint Machine; Pipelayer; Plastic Pipe Fusion; Power Driven Georgia Buggy & Wheel Barrow; Power Post Hole Digger; Precast Manhole Setter; Walk-Behind Tamper; Walk-Behind Trencher; Sand Blaster; Concrete Chipper; Surface Grinder; Vibrator Operator; Wagon Driller

GROUP 3 - Asphalt Luteman & Raker; Gunnite Nozzleman; Gunnite Operator & Mixer; Grout Pump Operator; Side Rail Setter; Rail Paved Ditches; Screw Operator; Tunnel (Free Air); Water Blaster

GROUP 4 - Caisson Worker (Free Air); Cement Finisher; Environmental - Nuclear, Radiation, Toxic & Hazardous Waste - Levels A & B; Miner & Driller (Free Air); Tunnel Blaster; & Tunnel Mucker (Free Air); Directional & Horizontal Boring; Air Track Drillers (All Types); Powdermen & Blasters; Troxler & Concrete Tester if Laborer is Utilized

LABO0189-008 07/01/2014

ANDERSON, BULLITT, CARROLL, HARDIN, HENRY, JEFFERSON, LARUE, MARION, MEADE, NELSON, OLDHAM, SHELBY, SPENCER, TRIMBLE & WASHINGTON COUNTIES

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 22.71	11.05
GROUP 2.....	\$ 22.96	11.05
GROUP 3.....	\$ 23.01	11.05
GROUP 4.....	\$ 23.61	11.05

LABORERS CLASSIFICATIONS

GROUP 1 - Aging & Curing of Concrete; Asbestos Abatement Worker; Asphalt Plant; Asphalt; Batch Truck Dump; Carpenter

Tender; Cement Mason Tender; Cleaning of Machines;  
Concrete; Demolition; Dredging; Environmental - Nuclear,  
Radiation, Toxic & Hazardous Waste - Level D; Flagperson;  
Grade Checker; Hand Digging & Hand Back Filling; Highway  
Marker Placer; Landscaping, Mesh Handler & Placer; Puddler;  
Railroad; Rip-rap & Grouter; Right-of-Way; Sign, Guard Rail  
& Fence Installer; Signal Person; Sound Barrier Installer;  
Storm & Sanitary Sewer; Swamper; Truck Spotter & Dumper;  
Wrecking of Concrete Forms; General Cleanup

GROUP 2 - Batter Board Man (Sanitary & Storm Sewer);  
Brickmason Tender; Mortar Mixer Operator; Scaffold Builder;  
Burner & Welder; Bushhammer; Chain Saw Operator; Concrete  
Saw Operator; Deckhand Scow Man; Dry Cement Handler;  
Environmental - Nuclear, Radiation, Toxic & Hazardous Waste  
- Level C; Forklift Operator for Masonary; Form Setter;  
Green Concrete Cutting; Hand Operated Grouter & Grinder  
Machine Operator; Jackhammer; Pavement Breaker; Paving  
Joint Machine; Pipelayer; Plastic Pipe Fusion; Power Driven  
Georgia Buggy & Wheel Barrow; Power Post Hole Digger;  
Precast Manhole Setter; Walk-Behind Tamper; Walk-Behind  
Trencher; Sand Blaster; Concrete Chipper; Surface Grinder;  
Vibrator Operator; Wagon Driller

GROUP 3 - Asphalt Luteman & Raker; Gunnite Nozzleman;  
Gunnite Operator & Mixer; Grout Pump Operator; Side Rail  
Setter; Rail Paved Ditches; Screw Operator; Tunnel (Free  
Air); Water Blaster

GROUP 4 - Caisson Worker (Free Air); Cement Finisher;  
Environmental - Nuclear, Radiation, Toxic & Hazardous Waste  
- Levels A & B; Miner & Driller (Free Air); Tunnel Blaster;  
& Tunnel Mucker (Free Air); Directional & Horizontal  
Boring; Air Track Drillers (All Types); Powdermen &  
Blasters; Troxler & Concrete Tester if Laborer is Utilized

LABO0189-009 07/01/2014

BRECKINRIDGE & GRAYSON COUNTIES

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 22.66	11.10
GROUP 2.....	\$ 22.91	11.10
GROUP 3.....	\$ 22.96	11.10
GROUP 4.....	\$ 23.56	11.10

LABORERS CLASSIFICATIONS

GROUP 1 - Aging & Curing of Concrete; Asbestos Abatement  
Worker; Asphalt Plant; Asphalt; Batch Truck Dump; Carpenter  
Tender; Cement Mason Tender; Cleaning of Machines;  
Concrete; Demolition; Dredging; Environmental - Nuclear,  
Radiation, Toxic & Hazardous Waste - Level D; Flagperson;  
Grade Checker; Hand Digging & Hand Back Filling; Highway  
Marker Placer; Landscaping, Mesh Handler & Placer; Puddler;  
Railroad; Rip-rap & Grouter; Right-of-Way; Sign, Guard Rail  
& Fence Installer; Signal Person; Sound Barrier Installer;

Storm & Sanitary Sewer; Swamper; Truck Spotter & Dumper;  
Wrecking of Concrete Forms; General Cleanup

GROUP 2 - Batter Board Man (Sanitary & Storm Sewer);  
Brickmason Tender; Mortar Mixer Operator; Scaffold Builder;  
Burner & Welder; Bushhammer; Chain Saw Operator; Concrete  
Saw Operator; Deckhand Scow Man; Dry Cement Handler;  
Environmental - Nuclear, Radiation, Toxic & Hazardous Waste  
- Level C; Forklift Operator for Masonary; Form Setter;  
Green Concrete Cutting; Hand Operated Grouter & Grinder  
Machine Operator; Jackhammer; Pavement Breaker; Paving  
Joint Machine; Pipelayer; Plastic Pipe Fusion; Power Driven  
Georgia Buggy & Wheel Barrow; Power Post Hole Digger;  
Precast Manhole Setter; Walk-Behind Tamper; Walk-Behind  
Trencher; Sand Blaster; Concrete Chipper; Surface Grinder;  
Vibrator Operator; Wagon Driller

GROUP 3 - Asphalt Luteman & Raker; Gunnite Nozzleman;  
Gunnite Operator & Mixer; Grout Pump Operator; Side Rail  
Setter; Rail Paved Ditches; Screw Operator; Tunnel (Free  
Air); Water Blaster

GROUP 4 - Caisson Worker (Free Air); Cement Finisher;  
Environmental - Nuclear, Radiation, Toxic & Hazardous Waste  
- Levels A & B; Miner & Driller (Free Air); Tunnel Blaster;  
& Tunnel Mucker (Free Air); Directional & Horizontal  
Boring; Air Track Drillers (All Types); Powdermen &  
Blasters; Troxler & Concrete Tester if Laborer is Utilized

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PAIN0012-005 06/11/2005

BATH, BOURBON, BOYLE, CLARK, FAYETTE, FLEMING, FRANKLIN,  
HARRISON, JESSAMINE, MADISON, MERCER, MONTGOMERY, NICHOLAS,  
ROBERTSON, SCOTT & WOODFORD COUNTIES:

	Rates	Fringes
PAINTER		
Bridge/Equipment Tender and/or Containment Builder..	\$ 18.90	5.90
Brush & Roller.....	\$ 21.30	5.90
Elevated Tanks; Steeplejack Work; Bridge & Lead Abatement.....	\$ 22.30	5.90
Sandblasting & Waterblasting.....	\$ 22.05	5.90
Spray.....	\$ 21.80	5.90

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PAIN0012-017 05/01/2015

BRACKEN, GALLATIN, GRANT, MASON & OWEN COUNTIES:

	Rates	Fringes
PAINTER (Heavy & Highway Bridges - Guardrails - Lightpoles - Striping) Bridge Equipment Tender		

and Containment Builder.....	\$ 20.73	9.06
Brush & Roller.....	\$ 23.39	9.06
Elevated Tanks; Steeplejack Work; Bridge & Lead Abatement.....	\$ 24.39	9.06
Sandblasting & Water Blasting.....	\$ 24.14	9.06
Spray.....	\$ 23.89	9.06

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PAIN0118-004 06/01/2014

ANDERSON, BRECKINRIDGE, BULLITT, CARROLL, GRAYSON, HARDIN,  
HENRY, JEFFERSON, LARUE, MARION, MEADE, NELSON, OLDHAM, SHELBY,  
SPENCER, TRIMBLE & WASHINGTON COUNTIES:

	Rates	Fringes
PAINTER		
Brush & Roller.....	\$ 18.50	11.97
Spray, Sandblast, Power Tools, Waterblast & Steam Cleaning.....	\$ 19.50	11.97

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PAIN1072-003 12/01/2015

BOYD, CARTER, ELLIOTT, GREENUP, LEWIS and ROWAN COUNTIES

	Rates	Fringes
Painters:.....	\$ 29.39	14.27
Bridges; Locks; Dams; Tension Towers & Energized Substations.....	\$ 31.83	15.30
Power Generating Facilities.	\$ 28.59	15.30

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\* PLUM0248-003 06/01/2016

BOYD, CARTER, ELLIOTT, GREENUP, LEWIS & ROWAN COUNTIES:

	Rates	Fringes
Plumber and Steamfitter.....	\$ 30.00	24.05

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PLUM0392-007 06/01/2014

BRACKEN, CARROLL (Eastern Half), GALLATIN, GRANT, MASON, OWEN &  
ROBERTSON COUNTIES:

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 29.80	17.79

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PLUM0502-003 08/01/2015

BRECKINRIDGE, BULLITT, CARROLL (Western Half), FRANKLIN  
(Western three-fourths), GRAYSON, HARDIN, HENRY, JEFFERSON,  
LARUE, MARION, MEADE, NELSON, OLDHAM, SHELBY, SPENCER, TRIMBLE &  
WASHINGTON COUNTIES



	Rates	Fringes
PLUMBER.....	\$ 32.00	19.13
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SUKY2010-160 10/08/2001		

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 16.57	7.34
GROUP 2.....	\$ 16.68	7.34
GROUP 3.....	\$ 16.86	7.34
GROUP 4.....	\$ 16.96	7.34

TRUCK DRIVER CLASSIFICATIONS

- GROUP 1 - Mobile Batch Truck Tender
- GROUP 2 - Greaser; Tire Changer; & Mechanic Tender
- GROUP 3 - Single Axle Dump; Flatbed; Semi-trailer or Pole Trailer when used to pull building materials and equipment; Tandem Axle Dump; Distributor; Mixer; & Truck Mechanic
- GROUP 4 - Euclid & Other Heavy Earthmoving Equipment & Lowboy; Articulator Cat; 5-Axle Vehicle; Winch & A-Frame when used in transporting materials; Ross Carrier; Forklift when used to transport building materials; & Pavement Breaker

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

Fringe benefit amounts are applicable for all hours worked except when otherwise noted.

These rates are listed pursuant to the Kentucky Determination No. CR-16-III- HWY dated July 1, 2016.

No laborer, workman or mechanic shall be paid at a rate less than that of a Journeyman except those classified as bona fide apprentices.

Apprentices or trainees shall be permitted to work as such subject to Administrative Regulations adopted by the Commissioner of Workplace Standards. Copies of these regulations will be furnished upon request from any interested person.

Before using apprentices on the job the contractor shall present to the Contracting Officer written evidence of registration of such employees in a program of a State apprenticeship and training agency approved and recognized by the U. S. Bureau of Apprenticeship and Training. In the absence of such a State agency, the contractor shall submit evidence of approval and registration by the U. S. Bureau of Apprenticeship and Training.

The contractor shall submit to the Contracting Officer, written evidence of the established apprenticeship-journeyman ratios and wage rates in the project area, which will be the basis for establishing such ratios and rates for the project under the applicable contract provisions.

**TO: EMPLOYERS/EMPLOYEES**

**PREVAILING WAGE SCHEDULE:**

The wages indicated on this wage schedule are the least permitted to be paid for the occupations indicated. When an employee works in more than one classification, the employer must record the number of hours worked in each classification at the prescribed hourly base rate.

**OVERTIME:**

Overtime is to be paid after an employee works eight (8) hours a day or forty (40) hours a week, whichever gives the employee the greater wages. At least time and one-half the base rate is required for all overtime. A laborer, workman or mechanic and an employer may enter into a written agreement or a collective bargaining agreement to work more than eight (8) hours a calendar day but not more than ten (10) hours a calendar day for the straight time hourly rate. Wage violations or questions should be directed to the designated Engineer or the undersigned.

Director  
Division of Construction Procurement  
Frankfort, Kentucky 40622  
502-564-3500

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION  
TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY  
(Executive Order 11246)**

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

<b>GOALS FOR MINORITY PARTICIPATION IN EACH TRADE</b>	<b>GOALS FOR FEMALE PARTICIPATION IN EACH TRADE</b>
7.0%	6.9%

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally-assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4, 3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000.00 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed. The notification shall be mailed to:

**Evelyn Teague, Regional Director  
Office of Federal Contract Compliance Programs  
61 Forsyth Street, SW, Suite 7B75  
Atlanta, Georgia 30303-8609**

4. As used in this Notice, and in the contract resulting from this solicitation, the "**covered area**" is Franklin County.

## **PART IV**

## **INSURANCE**

## INSURANCE

The Contractor shall procure and maintain the following insurance in addition to the insurance required by law:

- 1) Commercial General Liability-Occurrence form – not less than \$2,000,000 General aggregate, \$2,000,000 Products & Completed Aggregate, \$1,000,000 Personal & Advertising, \$1,000,000 each occurrence.
- 2) Automobile Liability- \$1,000,000 per accident
- 3) Employers Liability:
  - a) \$100,000 Each Accident Bodily Injury
  - b) \$500,000 Policy limit Bodily Injury by Disease
  - c) \$100,000 Each Employee Bodily Injury by Disease
- 4) The insurance required above must be evidenced by a Certificate of Insurance and this Certificate of Insurance must contain one of the following statements:
  - a) "policy contains no deductible clauses."
  - b) "policy contains \_\_\_\_\_ (amount) deductible property damage clause but company will pay claim and collect the deductible from the insured."
- 5) KENTUCKY WORKMEN'S COMPENSATION INSURANCE. The contractor shall furnish evidence of coverage of all his employees or give evidence of self-insurance by submitting a copy of a certificate issued by the Workmen's Compensation Board.

The cost of insurance is incidental to all contract items. All subcontractors must meet the same minimum insurance requirements.

**PART V**

**BID ITEMS**



Report Date 9/9/16

Section: 0001 - PAVING

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0010	00001		DGA BASE	950.00	TON		\$	
0020	00003		CRUSHED STONE BASE	175.00	TON		\$	
0030	00100		ASPHALT SEAL AGGREGATE	6.00	TON		\$	
0040	00103		ASPHALT SEAL COAT	1.00	TON		\$	
0050	00339		CL3 ASPH SURF 0.38D PG64-22	350.00	TON		\$	
0060	02069		JPC PAVEMENT-10 IN	5,742.00	SQYD		\$	
0070	02083		JPC PAVEMENT-10 IN SHLD	375.00	SQYD		\$	
0080	02091		REMOVE PAVEMENT	6,117.00	SQYD		\$	
0090	02599		FABRIC-GEOTEXTILE TYPE IV	3,155.00	SQYD		\$	
0100	02726		STAKING	1.00	LS		\$	
0110	04894		PREFORMED LOOP/LEAD-IN	100.00	LF		\$	
0120	20361ES601		CONCRETE PATCHING REPAIR	350.00	CUYD		\$	
0130	20453ES835		PREFORMED QUADRAPOLE LOOPS	50.00	LF		\$	

Section: 0002 - ROADWAY

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0140	01484		CURB BOX INLET TYPE B-T	1.00	EACH		\$	
0150	01967		CONC MEDIAN BARRIER TYPE 12C	333.00	LF		\$	
0160	01987		DELINEATOR FOR GUARDRAIL BI DIRECTIONAL WHITE	19.00	EACH		\$	
0170	02060		PCC PAVEMENT DIAMOND GRINDING	81,850.00	SQYD		\$	
0180	02069		JPC PAVEMENT-10 IN	300.00	SQYD		\$	
0190	02115		SAW-CLEAN-RESEAL TVERSE JOINT	34,309.00	LF		\$	
0200	02116		SAW-CLEAN-RESEAL LONGIT JOINT	34,309.00	LF		\$	
0210	02351		GUARDRAIL-STEEL W BEAM-S FACE	1,565.00	LF		\$	
0220	02360		GUARDRAIL TERMINAL SECTION NO 1	2.00	EACH		\$	
0230	02363		GUARDRAIL CONNECTOR TO BRIDGE END TY A	1.00	EACH		\$	
0240	02372		REMOVE GUARDRAIL CON TO BR END	2.00	EACH		\$	
0250	02381		REMOVE GUARDRAIL	1,565.00	LF		\$	
0260	02387		GUARDRAIL CONNECTOR TO BRIDGE END TY A-1	1.00	EACH		\$	
0270	02562		TEMPORARY SIGNS	1,010.00	SQFT		\$	
0280	02650		MAINTAIN & CONTROL TRAFFIC (KY 1211)	1.00	LS		\$	
0290	02650		MAINTAIN & CONTROL TRAFFIC (KY 420)	1.00	LS		\$	
0300	02650		MAINTAIN & CONTROL TRAFFIC (US 127 DIAMOND GRIND)	1.00	LS		\$	
0310	02650		MAINTAIN & CONTROL TRAFFIC (US 421)	1.00	LS		\$	
0320	02671		PORTABLE CHANGEABLE MESSAGE SIGN	8.00	EACH		\$	
0330	02775		ARROW PANEL	2.00	EACH		\$	
0340	04793		CONDUIT-1 1/4 IN	20.00	LF		\$	
0350	04820		TRENCHING AND BACKFILLING	20.00	LF		\$	
0360	06510		PAVE STRIPING-TEMP PAINT-4 IN	29,268.00	LF		\$	
0370	06514		PAVE STRIPING-PERM PAINT-4 IN	64,537.00	LF		\$	

Report Date 9/9/16

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0380	06591		PAVEMENT MARKER TYPE V-BY	360.00	EACH		\$	
0390	06600		REMOVE PAVEMENT MARKER TYPE V	360.00	EACH		\$	
0400	21935EN		REMOVE CONC MEDIAN BARRIER	333.00	LF		\$	
0410	23251ES717		PAVE MARK TY 1 TAPE X-WALK-6 IN	800.00	LF		\$	
0420	23253ES717		PAVE MARK TY 1 TAPE CROSS HATCH	642.00	SQFT		\$	
0430	23255ES717		PAVE MARK TY 1 TAPE-STRAIGHT ARROW	3.00	EACH		\$	
0440	23256ES717		PAVE MARK TY 1 TAPE -ONLY	3.00	EACH		\$	
0450	23264ES717		PAVE MARK TY 1 TAPE X-WALK-12 IN	180.00	LF		\$	
0460	23265ES717		PAVE MARK TY 1 TAPE STOP BAR-24 IN	425.00	LF		\$	
0470	23269ES717		PAVE MARK TY 1 TAPE-COMBO ARROW	1.00	EACH		\$	
0480	23270ES717		PAVE MARK TY 1 TAPE-CURV ARROW	29.00	EACH		\$	
0490	23611NN		CONC MED BAR BOX INLET TY 12B1-50	1.00	EACH		\$	

Section: 0003 - DEMOBILIZATION

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0500	02569		DEMOBILIZATION	1.00	LS		\$	